

AGENDA
Regular City Council Meeting
City Hall
Webster City, Iowa
May 18, 2020
6:00 p.m.

*Due to the COVID-19 concerns
the Council is holding an electronic meeting utilizing Zoom.*

Iowa Code Section 21.8 outlines the guidelines to hold an electronic meeting when there are valid concerns that an in-person meeting is "**impossible or impractical**". Due to the COVID-19 concerns and social distancing recommendations, an electronic meeting is being offered. Council Members will be utilizing Zoom to attend the meeting from their homes. Minimal staff will be at City Hall.

Topic: City Council Meeting - City of Webster City
Time: May 18, 2020 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83120654853?pwd=dXhSZnJKTzBHeGljSzdCRGNPV0ovUT09>

Meeting ID: 831 2065 4853

Password: 278934

One tap mobile

+13017158592,,83120654853# US (Germantown)

+13126266799,,83120654853# US (Chicago)

Dial by your location

+1 312 626 6799 US (Chicago)

Join by Skype for Business

<https://us02web.zoom.us/skype/83120654853>

The meeting can also be accessed by visiting the City of Webster City Facebook page where it will be live-streamed at <https://www.facebook.com/cityofwebstercity/> The video will also be posted to our YouTube Channel.

Anyone wishing to submit questions prior to the meeting, please email those to karyl_bonjour@webstercity.com or lhenderson@webstercity.com

Through the Zoom meeting, people will be able to message (Chat) with the Moderator if they wish or call in by phone. If they wish to speak on a topic, the Moderator will alert the Mayor of the participant wishing to speak. Participants speaking must provide their names and addresses. All participants will be muted upon joining the meeting and the Moderator will unmute Council Members and participants who have messaged and wish to speak on a topic. (Participants are encouraged to keep their individual computers muted at times when they are not speaking to minimize background noise). The Moderator of the Zoom meeting reserves the right to remove any participant engaging in inappropriate behavior or obscene language.

ROLL CALL

Motion on Approval of Agenda

Pledge of Allegiance

A. PETITIONS – COMMUNICATIONS – REQUESTS

This is the time of the meeting that a citizen may address the Council on a matter not on the Agenda. **(no more than five minutes per person)**

Except in cases of emergency, the City Council will not take any action at this meeting, but may ask the City Staff to research the matter or have the matter placed on the Agenda for a future meeting.

1. Public Information
 - a. Proclamation – Memorial Day – May 25, 2020

B. MINUTES AND CLAIMS

The following items have been deemed to be non-controversial, routine actions to be approved by the Council in a single motion.

If a Council member, or a member of the audience wishes to have an item removed from this list, it will be considered in its normal sequence on the Agenda.

1. Minutes of May 4, 2020.
2. Resolution on Payroll for the period ending May 9, 2020 and paid on May 15, 2020.
3. Resolution on Bills Fund List

C. GENERAL AGENDA

1. Motion on Planning and Zoning Commission meeting minutes of May 11, 2020.
2. **PUBLIC HEARINGS 6:05 p.m.**

- A. PUBLIC HEARING on the continuation of the City-Wide Urban Revitalization Plan for Residential Tax Abatement.

COUNCIL MEMORANDUM:

- (1) Resolution adopting the Extension of the Urban Revitalization Plan for Residential Tax Abatement.

- B. PUBLIC HEARING on Budget Amendments for the 2019-2020 Budget

COUNCIL MEMORANDUM: NOTICE SPREADSHEET

- (1) Resolution amending the current budget for the fiscal year ending June 30, 2020.

- C. PUBLIC HEARING on proposed plans, specifications, proposed form of contract and estimate of cost for the 713 2nd Street Façade Renovation Project.

COUNCIL MEMORANDUM: **LTR-BID TAB**

- (1) **Resolution** finally approving and confirming plans, specifications and form of contract and estimate of cost for the 713 2nd Street Façade Renovation Project.
 - (2) **Resolution** awarding contract for the 713 2nd Street Façade Renovation Project. **AGREEMENT**
3. **Request** from American Legion Post #191 on 800 Ohio Street building.
 4. Recommend approval for issuance of Beer and Liquor Licenses by the Iowa Department of Commerce for the following:
 - a. Renewal of Class A Liquor License and Outdoor Service- American Legion Post #191, 726 Second Street,
 - b. Renewal of Class B Beer Permit, Class C Native Wine Permit, Sunday Sales- Leon's Pizza, 643 Second Street.
 - c. Renewal of Class E Liquor License, Class B Wine Permit, Class C Beer Permit and Sunday Sales - Yesway Store #10018, 1803 Superior Street.
 - d. Renewal of Class E Liquor License, Class B Wine Permit, Class C Beer Permit and Sunday Sales - Yesway Store #10021, 1102 Second Street.
 5. **COUNCIL MEMORANDUM:** **Resolution** setting time and place for a Public Hearing on a Purchase Agreement for City owned property located on E. Dubuque Street in Webster City, Iowa. **NOTICE**
(June 1 6:05 pm)
 6. **COUNCIL MEMORANDUM:** **Resolution** authorizing the Mayor and City Clerk to enter into Amendment No. 13 to the On-Call Engineering Services Agreement with Snyder & Associates, Inc., Ankeny, Iowa providing for Bridge Inspection Services.
AMENDMENT
 7. **COUNCIL MEMORANDUM:** **Resolution** approving **Change** Order No. 1 to the 2020 Street Department Maintenance Building Project with Jensen Builders LLC., Fort Dodge, Iowa.
 8. Electric Utility Update. **MEMORANDUM**
 9. Discuss City-Wide Cleanup.
 10. Transition **Plan**.
 - a. **COUNCIL MEMORANDUM:** Parks re-opening.

**D. REPORTS AND RECOMMENDATIONS OF OFFICERS,
BOARDS AND COMMISSIONS**

The following items have been deemed to be non-controversial, routine actions to be approved by the Council in a single motion.

If a Council member, or a member of the audience wishes to have an item removed from this list, it will be considered in its normal sequence on the Agenda.

1. Motion to accept and place on file the City Manager April Reports: Electric Wastewater Water ElectricYTD WaterYTD Inspection
2. Motion to accept and place on file the Police Department April Report.
3. Motion to accept and place on file the Fire Department April Report.
4. Council Committee Reports
5. Other reports and recommendations

E. ADJOURN

NOTE: The Council may act by motion, resolution or ordinance on items listed on the Agenda

PROCLAMATION

MEMORIAL DAY – MAY 25, 2020

WHEREAS, as Americans we enjoy the freedom of peace, prosperity and independence; these are virtues upon which the United States was built and ideals that bind us together as a nation; and

WHEREAS, on Memorial Day we pause to remember that freedom comes at a great cost, throughout history, in field, skies and seas around the world, American military personnel have given their lives to defend our liberty and uphold the promise of our democracy; and

WHEREAS the first Memorial Day was observed in 1868 originally as Decoration Day, in remembrance of soldiers who died in the Civil War. For 152 years our nation has set aside this day to pay homage to all American patriots who have fallen in service to our country; and

WHEREAS, Due to the COVID-19 concerns and social distancing recommendations, no public services for this year's Memorial Day are planned, however the American Legion is recording their normal Memorial Day services which will be played on Radio Station KQWC at 11:00 a.m. on May 25 and the American Legion will be hosting a procession of vehicles displaying flags throughout the city.

NOW, THEREFORE I, John Hawkins, Mayor of the City of Webster City, do hereby proclaim May 25, 2020 as Memorial Day in Webster City, Iowa and urge our citizens to honor and remember the veterans in our community and to listen to the program on Radio Station KQWC and watch for the vehicle procession.

Signed this 18th day of May, 2020.

John Hawkins Mayor
City of Webster City, Iowa

CITY COUNCIL MEETING MINUTES
Webster City, Iowa May 4, 2020

Iowa Code Section 21.8 outlines the guidelines to hold an electronic meeting when there are valid concerns that an in-person meeting is "impossible or impractical".

Due to the COVID-19 concerns and social distancing recommendations, an electronic City Council meeting was held utilizing Zoom. The electronic meeting was available to the public. Details were provided in using the Zoom platform either by joining through the web portal or by calling in to view or participate.

The City Council met in regular session at the City Hall, Webster City, Iowa at 6:00 p.m. on May 4, 2020, upon call of the Mayor and the advance agenda. Council Members were participating through the Zoom platform with the meeting being called to order by Mayor John Hawkins and roll being called there were present John Hawkins, Mayor, and the following Council Members: Katelin Hartmann, Brian Miller and Logan Welch. Council Member Matt McKinney was absent.

It was moved by Welch and seconded by Hartmann to approve the agenda with the removal of Item #2 under General Agenda – Public Hearing on Tobacco Violation, as this matter has been resolved.

ROLL CALL: Hartmann, Hawkins, Miller and Welch voting aye.

Mayor John Hawkins led the Pledge of Allegiance.

PETITIONS – COMMUNICATIONS – REQUESTS

None brought forth.

PUBLIC INFORMATION

Lindsay Henderson, Community Vitality Director, provided information on the Small Business Hardship Loan Program. She informed that the Committee completed the review of the 58 applications that had been received by the deadline. The amount approved totaled \$150,000.00 and will be awarded by the end of the week.

MINUTES AND CLAIMS

It was moved by Miller and seconded by Welch that the following motion and Resolutions be approved and adopted collectively:

1. That the meeting minutes of April 20, 2020 be approved.
2. That Resolution No. 2020-087 approving Payroll for the period ending April 25, 2020 and paid on May 1, 2020 in the amount of \$158,461.64 be passed and adopted.
3. That Resolution No. 2020-088 approving bills paid in the amount of \$753,806.54 be passed and adopted.

ROLL CALL: Hawkins, Miller, Welch and Hartmann voting aye.

GENERAL AGENDA

1. City Manager D. Jeffrey Sheridan reviewed the report he provided in December on the evaluation of the water and sanitary sewer utilities and then proceeded to provide a similar evaluation on the electric utility. He covered the benefits a municipal electric utility has in a community and recommended the City contract with an outside consulting engineer to explore cost-saving or efficiency options the electric utility may undertake. An evaluation on the storm water system is still forthcoming.

City Council Meeting Minutes - May 4, 2020

2. This item was removed as the issue has been resolved.

PUBLIC HEARING 6:20 p.m. - Public Hearing on Tobacco violation

3. It was moved by Welch and seconded by Hartmann that the Appointment of David Engstrom to the Civil Service Commission for the four-year term – April 6, 2020 to April 1, 2024 be approved.

ROLL CALL: Miller, Welch, Hartmann and Hawkins voting aye.

4. It was moved by Miller and seconded by Welch that the issuance of Beer and Liquor Licenses by the Iowa Department of Commerce be approved for the following:

a. Renewal of Class E Liquor License, Class B Wine Permit, Class C Beer Permit and Sunday Sales - Hy-Vee, 823 Second Street

b. Renewal of Class E Liquor License, Class B Wine Permit, Class C Beer Permit and Sunday Sales - Casey's General Store #1828, 1300 Second Street

ROLL CALL: Welch, Hartmann, Hawkins and Miller voting aye.

5. It was moved by Welch and seconded by Hartmann that May 18, 2020 at 6:05 p.m. at City Hall, Webster City, Iowa be set for a Public Hearing on Budget Amendments for the 2019-2020 budget.

ROLL CALL: Hartmann, Hawkins, Miller and Welch voting aye.

6. It was moved by Welch and seconded by Miller that Resolution No. 2020-089 setting May 18, 2020 at 6:05 p.m. at City Hall, Webster City, Iowa for a Public Hearing on proposed plans, specifications, proposed form of contract and estimate of cost for the 713 2nd Street Façade Renovation Project be passed and adopted.

ROLL CALL: Hawkins, Miller, Welch and Hartmann voting aye.

7. It was moved by Hartmann and seconded by Welch that Resolution No. 2020-090 setting May 18, 2020 at 6:05 p.m. at City Hall, Webster City, Iowa for a Public Hearing on the continuation of the City-Wide Urban Revitalization Plan for Residential Tax Abatement be passed and adopted.

ROLL CALL: Miller, Welch, Hartmann and Hawkins voting aye.

8. Request from Businesses to address City Electric Utility.

The following spoke to Council, via Zoom electronic meeting, regarding concerns on costs being incurred at their businesses and the current contract the City has with the electric supplier for the City: Lori Mason, Seneca Foundry; Brent Johnson, Tasler, Inc.; Sherri Behrendt, Vantec; and Monty Scott, Vantec. Council considered the comments brought forward and thanked the businesses for presenting their concerns.

9. It was moved by Welch and seconded by Hartmann that the Second Reading of a proposed Ordinance, an ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Replacing Subsection 13 of Chapter 46, Article V, Section 46-206 – No Parking Zones, and Adding Subsection (2) to Chapter 46, Article V, Section 46-215 – Parking for Special Purposes in Designated Areas be approved.

ROLL CALL: Welch, Hartmann, Hawkins and Miller voting aye.

It was moved by Welch and seconded by Hartmann that the Third Reading of a proposed Ordinance, an ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Replacing Subsection 13 of Chapter 46, Article V, Section 46-206 – No Parking Zones, and Adding Subsection (2) to Chapter 46, Article V, Section 46-215 – Parking for Special Purposes in Designated Areas be waived.

ROLL CALL: Hartmann, Hawkins, Miller and Welch voting aye.

It was moved by Welch and seconded by Hartmann that Ordinance No. 2020-1836, an ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Replacing Subsection 13 of Chapter 46, Article V, Section 46-206 – No Parking Zones, and Adding Subsection (2) to Chapter 46, Article V, Section 46-215 – Parking for Special Purposes in Designated Areas be passed and adopted.

ROLL CALL: Hawkins, Miller, Welch and Hartmann voting aye.

10. It was moved by Welch and seconded by Hartmann that Resolution No. 2020-091 accepting and executing Easement from Hamilton County, Iowa for the Pleasant Hill Substation Changeout Project be passed and adopted.

ROLL CALL: Miller, Welch, Hartmann and Hawkins voting aye.

Public Works Director Ken Wetzler spoke on the project via Zoom electronic meeting.

11. It was moved by Hartmann and seconded by Welch that Resolution No. 2020-092 awarding Contract for the 2020 Asbestos Abatement Project to August Enterprises, LLC, Jefferson, Iowa in the amount of \$12,175.00 be passed and adopted.

ROLL CALL: Welch, Hartmann, Hawkins and Miller voting aye.

12 City Manager Sheridan led a discussion on the purchase of banner brackets to hold banners honoring the Senior Class of 2020. Two styles of brackets were presented. One style would attach to the current street lights and the other option would be a ground bracket that would hold the banners at ground level. Consensus of Council was that the brackets that would attach to the street lights would better display the banners and could possibly serve multiple purposes/seasons/events for the City. Costs of the brackets will be finalized and provided to Council.

REPORTS AND RECOMMENDATIONS OF OFFICERS, BOARDS AND COMMISSIONS

None brought forth.

COUNCIL COMMITTEE REPORTS

None brought forth.

OTHER REPORTS AND RECOMMENDATIONS

None brought forth.

OTHER ITEMS SENT TO COUNCIL

1. The City Attorney report dated 4/29/20 was previously given to Council for review.
2. City Manager Sheridan asked for a consensus from Council to grant request from the Church of Christ to close Des Moines Street on Sunday morning from 10:00 a.m. to noon through the end of May between the Church and The Bridge. Due to the timeliness of the request, it could not be placed as an item on the agenda to begin with the upcoming weekend. Consensus of Council was to grant the request.
3. Discussion was held on the annual City Clean-Up event. At this time, due to COVID-19 precautions, this event will not be held on the usual dates in June, and will be discussed at a future agenda to possibly reschedule. The re-opening of City Hall is being re-evaluated on a daily basis, while taking concerns of the COVID-19 pandemic heavily into consideration.

It was moved by Miller and seconded by Welch that council adjourn.

ROLL CALL: Hartmann, Hawkins, Miller and Welch voting aye.

City Council Meeting Minutes – May 4, 2020

The May 4, 2020 Regular City Council Meeting, held via electronic means, stood adjourned at 7:35 p.m.

John Hawkins, Mayor

Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2020 -

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY,
IOWA:

That the payroll for the 80 hour period ending May 9, 2020 and paid on
May 15, 2020 aggregating the sum of \$159,551.59 herewith presented,
be and the same is hereby approved.

Passed and adopted this 18th day of May, 2020.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
61171	ROE, DONALD J.	1,458.41	80.00	.00	.00	.00	.00	.00	.00	.00	619.75
Total BUILDING:											
	1	1,458.41	80.00	.00	.00	.00	.00	.00	.00	.00	619.75
60722	CHELESVIG, BETH A.	2,887.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,874.51
61220	HENDERSON, LINDSAY E.	2,355.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,735.92
20030	SHERIDAN, DAVID JEFFREY	4,598.20	80.00	.00	.00	.00	.00	.00	175.00	.00	3,127.94
60003	SMITH, ELIZABETH A.	2,034.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,362.97
Total CITY MANAGER:											
	4	11,875.00	320.00	.00	.00	.00	.00	.00	175.00	.00	8,101.34
30980	STRONER, BRIAN M.	2,608.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,822.23
Total ENVIRONMENTAL/SAFETY:											
	1	2,608.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,822.23
61164	BONJOUR, KARYL K.	2,093.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,374.25
61180	GRIMSHAW, STACY M.	1,501.60	80.00	.00	.00	.00	.00	.00	.00	.00	916.53
61190	NERLAND, DEDRA R.	1,542.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,080.02
61163	PEVESTORF, ELIZABETH J.	1,770.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,278.33
30329	WOLFGRAM, DOREEN A.	2,881.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,986.65
Total FINANCE OFFICE:											
	5	9,789.61	400.00	.00	.00	.00	.00	.00	.00	.00	6,635.78
41215	CASEY, DANA R	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	34.30
40857	DOOLITTLE, KENDALL J.	100.00	.00	.00	.00	.00	.00	100.00	.00	85.74	.00
41263	ESTLUND, JEROMY J.	2,266.78	118.00	.00	.00	.00	.00	.00	.00	.00	1,619.10
41395	FEICKERT, DAKOTA L.	28.00	.00	.00	.00	.00	.00	28.00	.00	.00	24.00
41038	FERGUSON, WILLIAM M.	100.00	.00	.00	.00	.00	.00	100.00	.00	85.74	.00
41300	FOX, JEFFREY A.	140.00	8.00	.00	.00	.00	.00	28.00	.00	.00	128.29
41260	FRAZIER, LOGAN W.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.35
41432	HANSON, STEVEN M.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41431	HARTNETT, JORDAN T.	60.00	.00	.00	.00	.00	.00	60.00	.00	55.41	.00
40971	HAYES, BRANDON W.	2,320.64	112.00	.00	.00	.00	.00	.00	.00	.00	1,653.47
41445	HAYES, HARRISON W.	84.00	.00	.00	.00	.00	.00	84.00	.00	77.57	.00
41441	HAYES, HUNTER W.	60.00	.00	.00	.00	.00	.00	60.00	.00	55.41	.00
40031	HOLST, RONALD W	100.00	.00	.00	.00	.00	.00	100.00	.00	85.74	.00
41192	JESSEN, PHILLIP N.	280.00	8.00	.00	.00	.00	.00	168.00	.00	224.54	.00
41200	MADSEN, TODD M	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	34.30
41490	MCKIBBAN, JACOB D.	200.00	.00	.00	.00	.00	.00	200.00	.00	.00	177.32
41219	SOWLE JR., ANDREW W.	2,423.72	118.00	.00	.00	.00	.00	.00	.00	.00	1,628.45
41400	STANSFIELD, CHARLES T.	2,844.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,921.17
41029	STEWART, EARL L	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41088	TOLLE, PAUL A.	100.00	.00	.00	.00	.00	.00	100.00	.00	85.74	.00
41216	WEINSCHENK, KENRIC J	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	109.82
41213	WILLIAMS, ZACHARY W.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	68.59
40815	WILLS, DON H.	100.00	.00	.00	.00	.00	.00	100.00	.00	85.74	.00
41340	YOUNGDALE, COLE C.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
41270	ZEHNER, DONALD F.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
Total FIRE DEPARTMENT:											
	25	11,747.14	444.00	.00	.00	.00	.00	1,668.00	.00	860.10	7,620.45

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
61235	SIMPSON, CORY L.	1,740.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,214.00
Total INSPECTION:											
	1	1,740.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,214.00
31210	BARNES, DERRICK S.	2,318.83	88.00	.00	.00	.00	.00	.00	.00	.00	1,558.18
31185	CASEY, DANA R.	2,608.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,784.34
31190	DAYTON, BRYAN K.	2,589.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,807.07
30678	DICKINSON, ADAM L.	3,396.80	88.00	.00	.00	.00	.00	.00	.00	.00	2,285.13
31208	HUGHES, NATHAN R.	2,345.16	86.00	.00	237.15	.00	.00	.00	.00	.00	1,612.88
31184	MOURTON, RUSSELL E.	2,609.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,471.36
31186	ORTON, RYAN D.	2,966.60	90.00	.00	97.80	.00	.00	.00	.00	.00	1,933.57
30918	PARKHILL, MARTY E.	2,842.41	80.00	.00	.00	.00	.00	.00	.00	.00	1,948.85
31077	PETERSBURG, RYAN W.	2,840.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,624.79
Total LINE DEPARTMENT:											
	9	24,517.80	752.00	.00	334.95	.00	.00	.00	.00	.00	16,026.17
30976	MADSEN, TODD M.	1,641.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,186.79
31188	PASCHKE, RODNEY A.	1,580.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,136.01
Total METER DEPARTMENT:											
	2	3,221.60	160.00	.00	.00	.00	.00	.00	.00	.00	2,322.80
60421	WETZLER, KARLA J.	2,669.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,929.04
Total PLANNING/ZONING											
	1	2,669.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,929.04
40540	ARENDS, PEGGY J.	2,266.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,417.42
41435	ARONSON, ALISSA A.	1,519.20	72.00	.00	452.40	.00	.00	.00	.00	.00	1,101.22
41360	DURNELL, KAYCE J.	1,511.20	72.00	.00	453.36	.00	.00	.00	.00	.00	1,076.71
41390	NOWELL, TANNER J.	1,526.40	72.00	.00	452.88	.00	.00	.00	.00	.00	1,106.61
41475	RUSH, DEBORAH G.	1,520.80	72.00	.00	451.20	.00	.00	.00	.00	.00	1,032.53
41074	SCHULZ, RHONDA F.	1,697.60	72.00	.00	509.28	.00	.00	.00	.00	.00	1,084.56
41207	WINDSCHITL, JOAN E.	1,696.00	72.00	.00	505.44	.00	.00	.00	.00	.00	1,077.96
Total POLICE DEPARTMENT-D:											
	7	11,737.60	512.00	.00	2,824.56	.00	.00	.00	.00	.00	7,897.01
41430	BASINGER, RYAN A.	2,141.44	84.00	.00	.00	.00	.00	.00	.00	.00	1,584.59
41191	HOUGE, CLINTON J.	2,417.76	84.00	.00	.00	.00	.00	.00	.00	.00	1,688.28
41453	LEHMAN, MICHEAL L.	2,202.72	84.00	.00	.00	.00	.00	.00	.00	.00	1,621.10
41465	LOWE, ANDREW T.	2,522.28	96.00	441.72	.00	.00	.00	.00	.00	.00	1,792.83
41479	LUFT, ANTHONY J.	1,851.64	84.00	.00	.00	.00	.00	.00	.00	.00	1,358.09
41230	MCKINLEY, ERIC K.	2,548.00	84.00	.00	.00	.00	.00	.00	.00	.00	1,843.28
41110	MORK, SHILOH B.	3,019.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,007.60
41471	MOURLAM, DALTON G.	2,070.88	84.00	.00	.00	.00	.00	.00	.00	.00	1,529.75
41225	PRITCHARD, BRANDON D.	2,910.48	96.00	497.52	.00	.00	.00	.00	.00	.00	2,050.16
41482	RICHARDSON, COLT A.	1,857.24	84.00	.00	.00	.00	.00	.00	.00	.00	1,363.80
41426	ROSE, DYLAN M.	2,204.44	84.00	.00	.00	.00	.00	.00	.00	.00	1,531.47
41450	THUMMA, STEVEN L.	2,141.44	84.00	.00	.00	.00	.00	.00	.00	.00	1,115.65
Total POLICE DEPARTMENT-O:											
	12	27,887.52	1,028.00	939.24	.00	.00	.00	.00	.00	.00	19,486.60

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt	
50891	BAUER, LANNY R.	2,310.27	80.50	.00	21.46	.00	.00	.00	.00	.00	1,571.47	
70980	HARMS, BRIAN K.	1,546.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,140.72	
70975	LESHER, BREANNE M.	1,968.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,247.07	
Total PUBLIC GROUNDS:		3	5,825.47	240.50	.00	21.46	.00	.00	.00	.00	3,959.26	
61200	ALCAZAR, MATTHEW D.	1,959.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,370.58	
61068	HISLER, KATHY J.	375.00	25.00	.00	.00	.00	.00	.00	.00	.00	280.19	
20025	WETZLER, KENNETH L.	3,270.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,996.85	
Total PUBLIC WORKS:		3	5,604.60	185.00	.00	.00	.00	.00	.00	.00	3,647.62	
81575	FLAWS, HALEY M.	440.00	44.00	.00	.00	.00	.00	.00	.00	378.66	.00	
70100	FLAWS, LARRY J.	2,353.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,551.64	
70107	GLASCOCK, MARK A.	1,644.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,110.93	
81479	MC KENZIE, JERRY L.	625.00	50.00	.00	.00	.00	.00	.00	.00	.00	403.34	
81689	NELSEN, DENISE L.	725.00	50.00	.00	.00	.00	.00	.00	.00	.00	578.77	
81665	PRUISMANN, LINDA A.	772.50	50.00	.00	.00	.00	.00	.00	.00	.00	580.08	
Total RECREATION:		6	6,560.90	354.00	.00	.00	.00	.00	.00	378.66	4,224.76	
51187	BAHRENFUSS, BRANDON D.	2,795.10	84.25	.00	206.30	.00	.00	.00	.00	.00	1,923.56	
51189	MACRUNNEL, MATTHEW A.	1,768.55	81.00	.00	32.55	.00	.00	.00	.00	.00	1,261.32	
51200	MCKIBBAN, JACOB D.	1,872.61	84.25	.00	138.21	.00	.00	.00	.00	.00	1,323.38	
31195	PETERSON, RICK E.	1,883.85	84.25	.00	139.04	.00	.00	.00	.00	.00	1,301.25	
51190	RATCLIFF, BRETT D.	1,900.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,253.84	
51195	RODEN, JACOB J.	1,766.92	81.00	.00	32.52	.00	.00	.00	.00	.00	1,211.17	
51184	WILLIAMS, ZACHARY W.	2,080.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,423.98	
51124	ZIEGENBEIN, TIMOTHY L.	2,264.24	82.00	.00	81.84	.00	.00	.00	.00	.00	1,503.46	
Total STREET DEPARTMENT:		8	16,332.07	656.75	.00	630.46	.00	.00	.00	.00	11,201.96	
30772	DINGMAN, CHAD M.	2,103.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,555.09	
30977	JACKSON, JEFFREY S.	2,135.77	90.00	.00	70.41	.00	.00	.00	.00	.00	1,442.43	
31179	WEST, JOHN A.	1,872.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,339.11	
Total WASTEWATER:		3	6,110.97	250.00	.00	70.41	.00	.00	.00	.00	4,336.63	
31189	CHAMBERS, TODD A.	2,134.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,427.74	
31191	DANIELSON, TIMOTHY E.	3,151.51	82.00	.00	113.91	.00	.00	.00	.00	.00	2,158.09	
30358	JOHNSTON, GEORGE A.	2,258.59	95.50	.00	.00	.00	.00	.00	.00	.00	1,405.64	
31215	KNOWLES, NICHOLAS A.	2,320.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,575.87	
Total WATER PLANT:		4	9,864.50	337.50	.00	113.91	.00	.00	.00	.00	6,567.34	
Grand Totals:		95	159,551.59	5,959.75	939.24	3,995.75	.00	.00	1,668.00	175.00	1,238.76	107,612.74

RESOLUTION NO. 2020 -

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY,
IOWA:**

That we, the City Council of the City of Webster City, Iowa, having examined bills aggregating the sum of \$827,214.86 presented herewith, hereby approve said bills, and the City Clerk is hereby authorized to issue warrants in payment of the same.

Passed and adopted this 18th day of May, 2020.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
ELECTRIC WHOLESALE CO (6967)							
537940	2	Adjustmen	LED LIGHTS FOR BUILDING	02/25/2020	187.50-	11/20	100-21-22-5140-310
Total 537940:					187.50-		
Total ELECTRIC WHOLESALE CO (6967):					187.50-		
Total 04/06/2020:					187.50-		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
UPPER DES MOINES OPPORTUNITY (1386)							
033120	2	Adjustmen	METER DEP REFUND/ROSE PLAIN	03/31/2020	103.18-	11/20	601-21011
Total 033120:					103.18-		
Total UPPER DES MOINES OPPORTUNITY (1386):					103.18-		
Total 04/20/2020:					103.18-		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
US BANK OPERATIONS CENTER (4821)							
042320	3	Adjustmen	PRIN PYMT-2019 EL REFUND BOND	04/23/2020	50,000.00-	11/20	601-21009
042320	4	Adjustmen	INT PYMT-2019 EL REFUND BOND	04/23/2020	40,262.79-	11/20	601-21005
Total 042320:					90,262.79-		
Total US BANK OPERATIONS CENTER (4821):					90,262.79-		
Total 05/04/2020:					90,262.79-		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
AL'S BARBER SHOP (7036)							
050620-21	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-21:					2,500.00		
Total AL'S BARBER SHOP (7036):					2,500.00		
AMERICAN LEGION POST #191 (6548)							
050620-43	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-43:					2,500.00		
Total AMERICAN LEGION POST #191 (6548):					2,500.00		
AMP ENTERPRISE (SUPER 8) (7045)							
050620-34	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-34:					2,500.00		
Total AMP ENTERPRISE (SUPER 8) (7045):					2,500.00		
C&C'S AMERICAN TAP (7031)							
050620-13	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-13:					5,000.00		
Total C&C'S AMERICAN TAP (7031):					5,000.00		
CARDS TAN-N-FOLD (7028)							
050620-10	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-10:					2,500.00		
Total CARDS TAN-N-FOLD (7028):					2,500.00		
CHICAGO STYLE (7047)							
050620-37	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-37:					5,000.00		
Total CHICAGO STYLE (7047):					5,000.00		
CONEY'S PLUS (7042)							
050620-31	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-31:					2,500.00		
Total CONEY'S PLUS (7042):					2,500.00		
DAVID'S GALLERY (216)							
050620-29	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-29:					2,500.00		
Total DAVID'S GALLERY (216):					2,500.00		
DESIGNER GRAPHIX PLUS, INC (1214)							
050620-25	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 050620-25:					2,500.00		
Total DESIGNER GRAPHIX PLUS INC (1214):					2,500.00		
EL TACO RIENDO FOODS (7050)							
050620-41	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-41:					2,500.00		
Total EL TACO RIENDO FOODS (7050):					2,500.00		
EVANS FLOOR COVERING/CLEANING (276)							
050620-30	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-30:					2,500.00		
Total EVANS FLOOR COVERING/CLEANING (276):					2,500.00		
FLOWER CART (308)							
050620-35	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-35:					5,000.00		
Total FLOWER CART (308):					5,000.00		
GILBERT FLOORING & PAINT, INC. (2187)							
050620-39	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-39:					2,500.00		
Total GILBERT FLOORING & PAINT, INC. (2187):					2,500.00		
GILBERT JEWELERS (5444)							
050620-28	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-28:					5,000.00		
Total GILBERT JEWELERS (5444):					5,000.00		
GWR Enterprises, LLC c/oGeorge Rasmussen (7019)							
050620-1	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-1:					2,500.00		
Total GWR Enterprises, LLC c/oGeorge Rasmussen (7019):					2,500.00		
HELP, ENTERTAIN AND RESTORE (5460)							
050620-19	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-19:					5,000.00		
Total HELP ENTERTAIN AND RESTORE (5460):					5,000.00		
HOME HEALTH SOLUTIONS & SUBS INC (7034)							
050620-16	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 050620-16:					<u>2,500.00</u>		
Total HOME HEALTH SOLUTIONS & SUBS INC (7034):					<u>2,500.00</u>		
INTERIOR SPACES, INC. (5977)							
050620-18	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-18:					<u>5,000.00</u>		
Total INTERIOR SPACES, INC. (5977):					<u>5,000.00</u>		
JB'S ANTIQUES & VARIETY PLACE (7032)							
050620-14	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-14:					<u>2,500.00</u>		
Total JB'S ANTIQUES & VARIETY PLACE (7032):					<u>2,500.00</u>		
LAURYNNE LLC (7046)							
050620-36	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-36:					<u>2,500.00</u>		
Total LAURYNNE LLC (7046):					<u>2,500.00</u>		
LEON'S PIZZA (579)							
050620-20	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-20:					<u>2,500.00</u>		
Total LEON'S PIZZA (579):					<u>2,500.00</u>		
LUNCHBOX MARKET (7044)							
050620-33	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-33:					<u>2,500.00</u>		
Total LUNCHBOX MARKET (7044):					<u>2,500.00</u>		
LUPITAS BAKERY (7041)							
050620-27	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-27:					<u>2,500.00</u>		
Total LUPITAS BAKERY (7041):					<u>2,500.00</u>		
MOORE CLEANING SERVICE (2902)							
050620-42	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-42:					<u>2,500.00</u>		
Total MOORE CLEANING SERVICE (2902):					<u>2,500.00</u>		
MORNIN GLORY COFFEE (7038)							
050620-23	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 050620-23:					2,500.00		
Total MORNIN GLORY COFFEE (7038):					2,500.00		
NORTH CENTRAL CHIROPRACTIC (7026)							
050620-8	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-8:					2,500.00		
Total NORTH CENTRAL CHIROPRACTIC (7026):					2,500.00		
OLD NEW & THINGS TO REDO (7022)							
050620-4	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-4:					2,500.00		
Total OLD NEW & THINGS TO REDO (7022):					2,500.00		
PLATINUM & RED HAIR SALON (7023)							
050620-5	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-5:					2,500.00		
Total PLATINUM & RED HAIR SALON (7023):					2,500.00		
PRIMELIFE LLC (7051)							
050620-46	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-46:					2,500.00		
Total PRIMELIFE LLC (7051):					2,500.00		
PURE HEALING MASSAGE THERAPY (7035)							
050620-17	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-17:					2,500.00		
Total PURE HEALING MASSAGE THERAPY (7035):					2,500.00		
R&K BIRKESTRAND INC. (7043)							
050620-32	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-32:					5,000.00		
Total R&K BIRKESTRAND INC. (7043):					5,000.00		
RIVERVIEW EARLY CHILDHOOD CENTER (7029)							
050620-11	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-11:					5,000.00		
Total RIVERVIEW EARLY CHILDHOOD CENTER (7029):					5,000.00		
RUSS'S BARBER SHOP (7049)							
050620-40	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 050620-40:					2,500.00		
Total RUSS'S BARBER SHOP (7049):					2,500.00		
SALON MERAKEI (7025)							
050620-7	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-7:					5,000.00		
Total SALON MERAKEI (7025):					5,000.00		
SANDI'S ATTIC (7039)							
050620-24	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-24:					2,500.00		
Total SANDI'S ATTIC (7039):					2,500.00		
SENECA STREET SALOON (7030)							
050620-12	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-12:					2,500.00		
Total SENECA STREET SALOON (7030):					2,500.00		
SHANTI REJUVENATION CENTER (7033)							
050620-15	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-15:					2,500.00		
Total SHANTI REJUVENATION CENTER (7033):					2,500.00		
SPA NAILS BY HIEN LLC (7040)							
050620-26	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-26:					5,000.00		
Total SPA NAILS BY HIEN LLC (7040):					5,000.00		
SPORTS WORLD (894)							
050620-45	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-45:					5,000.00		
Total SPORTS WORLD (894):					5,000.00		
TAQUERIA LA BAMBA (7048)							
050620-38	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-38:					2,500.00		
Total TAQUERIA LA BAMBA (7048):					2,500.00		
THE DANCE CONNECTION (7020)							
050620-2	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 050620-2:					5,000.00		
Total THE DANCE CONNECTION (7020):					5,000.00		
THE HAIR MECHANIX (7052)							
050620-47	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-47:					2,500.00		
Total THE HAIR MECHANIX (7052):					2,500.00		
THE MANE ATTRACTION c/oSusan Erickson (7021)							
050620-3	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-3:					2,500.00		
Total THE MANE ATTRACTION c/oSusan Erickson (7021):					2,500.00		
THE PAW PRINT PAD (7024)							
050620-6	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-6:					2,500.00		
Total THE PAW PRINT PAD (7024):					2,500.00		
TURNING HEADS (7027)							
050620-9	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-9:					2,500.00		
Total TURNING HEADS (7027):					2,500.00		
UNDERGROUND INK (7037)							
050620-22	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	2,500.00	11/20	100-23-36-5398-213
Total 050620-22:					2,500.00		
Total UNDERGROUND INK (7037):					2,500.00		
WEBSTER CITY DAYCARE (5160)							
050620-44	1	Invoice	SMALL BUSINESS HARDSHIP LOAN PROGR	05/06/2020	5,000.00	11/20	100-23-36-5398-213
Total 050620-44:					5,000.00		
Total WEBSTER CITY DAYCARE (5160):					5,000.00		
Total 05/06/2020:					150,000.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
RUAN, INCORPORATED (6862)							
39683	1	Invoice	T10610 - MONTHLY VEHICLE LEASE	05/01/2020	1,547.23	11/20	100-41-21-5110-510
39683	2	Invoice	T10611 - MONTHLY VEHICLE LEASE	05/01/2020	1,212.49	11/20	100-41-21-5110-510
39683	3	Invoice	T10612 - MONTHLY VEHICLE LEASE	05/01/2020	1,230.61	11/20	100-41-21-5110-510
Total 39683:					<u>3,990.33</u>		
Total RUAN, INCORPORATED (6862):					<u>3,990.33</u>		
Total 05/07/2020:					<u>3,990.33</u>		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
ROYBAL, MIGUEL (7053)							
042720	1	Invoice	METER DEPOSIT REFUND	04/20/2020	200.00	11/20	601-21011
Total 042720:					200.00		
Total ROYBAL, MIGUEL (7053):					200.00		
Total 05/08/2020:					200.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
ACCU JET SEWER AND DRAIN CLEANING (5369)							
4799	1	Invoice	SLIP LINE PORTION OF DIVISION ST (many b	04/30/2020	11,780.00	11/20	603-23-71-5673-229
Total 4799:					11,780.00		
Total ACCU JET SEWER AND DRAIN CLEANING (5369):					11,780.00		
AFLAC, INC. (20)							
787333	1	Invoice	AFLAC PREMIUMS	05/08/2020	2,418.81	11/20	902-11215
Total 787333:					2,418.81		
Total AFLAC, INC. (20):					2,418.81		
AHLERS & COONEY, P.C. (22)							
781775	1	Invoice	LEGAL SERVICES	04/27/2020	54.00	11/20	100-24-13-5460-212
781775	2	Invoice	LEGAL SERVICES	04/27/2020	54.00	11/20	602-24-13-5460-212
781775	3	Invoice	LEGAL SERVICES	04/27/2020	237.60	11/20	601-24-13-5460-212
781775	4	Invoice	LEGAL SERVICES	04/27/2020	86.40	11/20	100-24-13-5460-212
Total 781775:					432.00		
Total AHLERS & COONEY, P.C. (22):					432.00		
ALL CULTURES EQUAL (4682)							
040120	1	Invoice	CONTRIBUTION-PER COUNCIL MOTION	04/01/2020	15,000.00	11/20	100-23-36-5393-213
Total 040120:					15,000.00		
Total ALL CULTURES EQUAL (4682):					15,000.00		
ARNOLD MOTOR SUPPLY (68)							
26NV030782	1	Invoice	TIRE CARE	04/22/2020	5.19	11/20	100-21-21-5110-314
Total 26NV030782:					5.19		
Total ARNOLD MOTOR SUPPLY (68):					5.19		
B & B REPAIR (83)							
0041651	1	Invoice	CUB CADET MOWER	05/01/2020	125.65	11/20	100-24-36-5480-318
0041651	2	Invoice	CUB CADET MOWER	05/01/2020	89.75	11/20	601-23-36-5480-318
0041651	3	Invoice	CUB CADET MOWER	05/01/2020	71.80	11/20	602-23-36-5480-318
0041651	4	Invoice	CUB CADET MOWER	05/01/2020	71.80	11/20	603-23-36-5480-318
Total 0041651:					359.00		
Total B & B REPAIR (83):					359.00		
BLACK HILLS ENERGY (3466)							
2074931097	1	Invoice	GAS UTILITY/CEMETERY	04/22/2020	270.58	11/20	100-23-42-5371-234
Total 2074931097 04/22/20:					270.58		
6886529163	1	Invoice	GAS UTILITY/POOL	04/23/2020	33.75	11/20	100-22-42-5242-234
Total 6886529163 04/23/20:					33.75		
7824805624	1	Invoice	GAS UTILITY/WWTP	04/23/2020	489.14	11/20	603-23-70-5642-234

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 7824805624 04/23/20:					489.14		
9634407409	1	Invoice	GAS UTILITY/STREET DEPT	04/23/2020	200.66	11/20	204-23-30-5310-234
Total 9634407409 04/23/20:					200.66		
Total BLACK HILLS ENERGY (3466):					994.13		
BOMGAARS (5165)							
62577727	1	Invoice	MOR-FLEX (PASSWATERS SUB)	04/24/2020	20.97	11/20	601-23-51-5566-318
Total 62577727:					20.97		
62579721	1	Invoice	PAINT BRUSHES	04/27/2020	21.98	11/20	603-23-70-5642-318
Total 62579721:					21.98		
62579885	1	Invoice	BOLTS & FASTENERS	04/27/2020	13.38	11/20	602-23-61-5642-318
Total 62579885:					13.38		
62580402	1	Invoice	2" ADAPTER & COUPLING + CAN OF PRIMER	04/28/2020	7.47	11/20	601-23-52-5588-318
Total 62580402:					7.47		
62581214	1	Invoice	THREADED ROD	04/30/2020	3.59	11/20	602-23-61-5642-318
Total 62581214:					3.59		
Total BOMGAARS (5165):					67.39		
BORDER STATES INDUSTRIES INC (6530)							
919468289	1	Invoice	CREDIT	02/14/2020	261.08	11/20	601-23-52-5588-318
Total 919468289:					261.08		
919643640	2	Invoice	QUOTE 021020 MATERIAL	03/16/2020	3,567.79	11/20	601-23-52-5588-318
Total 919643640:					3,567.79		
919692238	1	Invoice	4 LED SECURITY LIGHTS (QUOTE 021020)	03/24/2020	555.84	11/20	601-23-52-5588-318
Total 919692238:					555.84		
919700165	2	Invoice	CROSSARM PINS & INSULATOR 55-3 (QUOT	03/25/2020	1,753.09	11/20	601-23-52-5588-318
Total 919700165:					1,753.09		
Total BORDER STATES INDUSTRIES INC (6530):					5,615.64		
BROOKLYN CONSTRUCTION (5293)							
050120	1	Invoice	WELD DRAG ASSEMBLY	05/01/2020	322.50	11/20	204-23-30-5310-227
Total 050120:					322.50		
Total BROOKLYN CONSTRUCTION (5293):					322.50		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
BROWN SUPPLY COMPANY, INC. (122)							
101043	1	Invoice	WATERMAIN UPDATES	05/01/2020	3,563.00	11/20	602-23-62-5662-318
Total 101043:					3,563.00		
Total BROWN SUPPLY COMPANY, INC. (122):					3,563.00		
CALLAHAN MUNICIPAL CONSULTANTS, LLC (6768)							
INV NO. 1	1	Invoice	EVALUATION PROCESS	04/27/2020	75.00	11/20	603-24-11-5410-299
INV NO. 1	2	Invoice	EVALUATION PROCESS	04/27/2020	75.00	11/20	602-24-11-5410-299
INV NO. 1	3	Invoice	EVALUATION PROCESS	04/27/2020	330.00	11/20	601-24-11-5410-299
INV NO. 1	4	Invoice	EVALUATION PROCESS	04/27/2020	120.00	11/20	100-24-11-5410-299
Total INV NO. 1:					600.00		
Total CALLAHAN MUNICIPAL CONSULTANTS, LLC (6768):					600.00		
CAPITAL SANITARY SUPPLY (6096)							
C-298584A	1	Invoice	B/O CLEANER	01/29/2020	49.00	11/20	100-22-42-5233-318
Total C-298584A:					49.00		
Total CAPITAL SANITARY SUPPLY (6096):					49.00		
CARD SERVICES (140)							
0000 05/01/2	1	Invoice	BATTERY HOLDER FOR LOCATORS	05/01/2020	27.80	11/20	601-23-52-5588-318
0000 05/01/2	2	Invoice	CLEANING SUPPLIES	05/01/2020	6.42	11/20	601-23-52-5588-318
Total 0000 05/01/20:					34.22		
0001 05/01/2	1	Invoice	MISC OFFICE SUPPLIES	05/01/2020	233.26	11/20	100-21-21-5180-316
0001 05/01/2	2	Invoice	CELL PHONE CASE	05/01/2020	48.10	11/20	100-21-21-5180-318
Total 0001 05/01/20:					281.36		
0002 05/01/2	1	Invoice	COFFEE TABLE FOR BREAK ROOM/FH	05/01/2020	346.00	11/20	100-22-42-5233-318
Total 0002 05/01/20:					346.00		
0003 05/01/2	1	Invoice	LICENSES FOR REMOTE CONNECTIVITY	05/01/2020	58.03	11/20	100-24-16-5420-215
0003 05/01/2	2	Invoice	LICENSES FOR REMOTE CONNECTIVITY	05/01/2020	212.76	11/20	601-24-16-5930-215
0003 05/01/2	3	Invoice	LICENSES FOR REMOTE CONNECTIVITY	05/01/2020	58.03	11/20	602-24-16-5930-215
0003 05/01/2	4	Invoice	LICENSES FOR REMOTE CONNECTIVITY	05/01/2020	58.03	11/20	603-24-16-5930-215
Total 0003 05/01/20:					386.85		
0004 05/01/2	1	Invoice	KN95 RESPIRATOR FACE MASKS	05/01/2020	288.75	11/20	100-24-36-5480-318
0004 05/01/2	2	Invoice	KN95 RESPIRATOR FACE MASKS	05/01/2020	529.38	11/20	601-23-36-5480-318
0004 05/01/2	3	Invoice	KN95 RESPIRATOR FACE MASKS	05/01/2020	72.19	11/20	602-23-36-5480-318
0004 05/01/2	4	Invoice	KN95 RESPIRATOR FACE MASKS	05/01/2020	72.18	11/20	603-23-36-5480-318
0004 05/01/2	5	Invoice	SANITIZER	05/01/2020	103.47	11/20	100-24-36-5480-318
0004 05/01/2	6	Invoice	SANITIZER	05/01/2020	73.91	11/20	601-23-36-5480-318
0004 05/01/2	7	Invoice	SANITIZER	05/01/2020	59.12	11/20	602-23-36-5480-318
0004 05/01/2	8	Invoice	SANITIZER	05/01/2020	59.12	11/20	603-23-36-5480-318
Total 0004 05/01/20:					1,258.12		
0008 05/01/2	1	Invoice	WATERMAIN TOOL	05/01/2020	1,127.25	11/20	602-23-62-5662-311

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 0008 05/01/20:					1,127.25		
0197	05/01/2	1 Invoice	OFFICER TRAINING	05/01/2020	10.25	11/20	100-21-22-5140-231
0197	05/01/2	2 Invoice	FEED ON FIRE	05/01/2020	115.45	11/20	100-21-22-5140-318
Total 0197 05/01/20:					125.70		
0205	05/01/2	1 Invoice	PADFOLIO	05/01/2020	20.85	11/20	100-21-21-5110-316
0205	05/01/2	2 Invoice	ROTO COMM FULL SWIVEL SET	05/01/2020	24.95	11/20	100-21-21-5110-312
0205	05/01/2	3 Invoice	EMBROIDERED NAME TAPES/HELMET BAN	05/01/2020	31.72	11/20	100-21-21-5110-312
0205	05/01/2	4 Invoice	NAME TAPE/MORK	05/01/2020	24.50	11/20	100-21-21-5110-312
0205	05/01/2	5 Invoice	CAR WASH	05/01/2020	10.00	11/20	100-21-21-5110-315
0205	05/01/2	6 Invoice	BASKET WEAVE HOLSTER	05/01/2020	26.51	11/20	100-21-21-5110-312
0205	05/01/2	7 Invoice	SMITH & WESSON MAGAZINE	05/01/2020	157.93	11/20	100-21-21-5110-318
0205	05/01/2	8 Invoice	S&W RECOIL GUIDE ROD ASSEMBLY	05/01/2020	41.73	11/20	100-21-21-5110-318
0205	05/01/2	9 Invoice	DECAL GRIP FITS	05/01/2020	12.74	11/20	100-21-21-5110-318
0205	05/01/2	10 Invoice	DUTY HOLSTER	05/01/2020	53.39	11/20	100-21-21-5110-312
0205	05/01/2	11 Invoice	DUTY HOLSTER FOR TASER	05/01/2020	23.42	11/20	100-21-21-5110-312
0205	05/01/2	12 Invoice	DSM SLING SLEEVES	05/01/2020	46.89	11/20	100-21-21-5110-318
0205	05/01/2	13 Invoice	MISC UNIFORM ACCESSORIES	05/01/2020	84.50	11/20	100-21-21-5110-312
0205	05/01/2	14 Invoice	CUSTOMIZED LICENSE PLATE FRAME	05/01/2020	53.14	11/20	100-21-21-5110-314
0205	05/01/2	15 Invoice	TAPE-HOOK BACKING/MORK	05/01/2020	18.40	11/20	100-21-21-5110-312
0205	05/01/2	16 Invoice	CPR/AED COURSE	05/01/2020	71.90	11/20	100-21-21-5110-215
0205	05/01/2	17 Invoice	GLOCK 5TH GEN MAGAZINE	05/01/2020	81.96	11/20	100-21-21-5110-318
0205	05/01/2	18 Invoice	VICKERS TACTICAL SLIDE STOP	05/01/2020	25.80	11/20	100-21-21-5110-318
0205	05/01/2	19 Invoice	CAR WASH	05/01/2020	11.00	11/20	100-21-21-5110-315
0205	05/01/2	20 Invoice	GLOCK 5TH GEN MAGAZINE	05/01/2020	81.96	11/20	100-21-21-5110-318
0205	05/01/2	21 Invoice	BACKSTRAP KIT SET	05/01/2020	26.74	11/20	100-21-21-5110-318
0205	05/01/2	22 Invoice	LEATHER DUTY HOLSTER	05/01/2020	45.65	11/20	100-21-21-5110-312
Total 0205 05/01/20:					975.68		
Total CARD SERVICES (140):					4,535.18		
CARRICO AQUATIC RESOURCES (6820)							
20201493	1	Invoice	OD POOL SUPPLIES	04/27/2020	158.65	11/20	100-22-42-5242-318
Total 20201493:					158.65		
20201494	1	Invoice	OD POOL SUPPLIES	04/24/2020	216.18	11/20	100-22-42-5242-318
Total 20201494:					216.18		
Total CARRICO AQUATIC RESOURCES (6820):					374.83		
CASTRO, BACILIO CRUZ (7057)							
042820	1	Invoice	ELECTRIC REFUND	04/28/2020	7.28	11/20	601-23-80-5903-980
Total 042820:					7.28		
Total CASTRO, BACILIO CRUZ (7057):					7.28		
CEMSTONE CONCRETE MATERIALS, LLC (6320)							
C2163872	1	Invoice	CONCRETE FOR LYONS PARK (ordered by M	04/22/2020	504.00	11/20	100-22-42-5210-318
Total C2163872:					504.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total CEMSTONE CONCRETE MATERIALS, LLC (6320):					504.00		
CENTRAL IOWA BLDG SUPPLY (1298)							
10083193	1	Invoice	WALL DOM	04/16/2020	19.77	11/20	602-23-61-5642-318
Total 10083193					19.77		
10083323	1	Invoice	1/2x3 HR FLAT x45"	04/23/2020	13.51	11/20	204-23-30-5310-318
Total 10083323					13.51		
Total CENTRAL IOWA BLDG SUPPLY (1298):					33.28		
CENTURY LINK (4614)							
831-9190 04/	1	Invoice	PHONE SERVICE OD POOL	04/22/2020	57.00	11/20	100-22-42-5242-230
Total 831-9190 04/22/20					57.00		
832-2525 04/	1	Invoice	PHONE SERVICE-SENIOR CENTER	04/22/2020	118.45	11/20	100-22-42-5280-230
Total 832-2525 04/22/20					118.45		
832-9133 04/	1	Invoice	FIRE DEPT FAX LINE	04/22/2020	64.86	11/20	100-21-22-5140-230
Total 832-9133 04/22/20					64.86		
832-9166 04/	1	Invoice	PHONE SERVICE - POLICE DEPT	04/22/2020	278.11	11/20	100-21-21-5110-230
Total 832-9166 04/22/20:					278.11		
E65-4065 05/	1	Invoice	ALARM CIRCUIT LINE	05/01/2020	148.00	11/20	100-21-22-5140-230
Total E65-4065 05/01/20:					148.00		
Total CENTURY LINK (4614):					666.42		
CHIZEK LAW OFFICE (5715)							
042120	1	Invoice	COST ADVANCED/FORFEITURE/TIMM	04/21/2020	96.00	11/20	100-21-18-5190-212
042120	2	Invoice	COST ADVANCED/CERT MAIL/DOC'S STOP	04/21/2020	1.28	11/20	100-24-14-5435-212
042120	3	Invoice	COSTS ADVANCED/CERT MAIL/DOC'S STOP	04/21/2020	9.23	11/20	601-23-80-5923-212
042120	4	Invoice	COSTS ADVANCED/CERT MAIL/DOC'S STOP	04/21/2020	2.84	11/20	602-23-80-5923-212
042120	5	Invoice	COSTS ADVANCED/CERT MAIL/DOC'S STOP	04/21/2020	85	11/20	603-23-80-5923-212
Total 042120:					110.20		
Total CHIZEK LAW OFFICE (5715):					110.20		
COUNSEL OFFICE & DOCUMENT (3995)							
34AR467424	1	Invoice	COPIER MAINTENANCE/COPY CHARGES-FH	04/20/2020	22.25	11/20	100-22-42-5233-225
Total 34AR467424:					22.25		
Total COUNSEL OFFICE & DOCUMENT (3995):					22.25		
CTS LANGUAGE LINK (6323)							
165200	1	Invoice	TELE LANGUAGE TRANSLATION/PD	05/01/2020	31.58	11/20	100-21-21-5110-230
165200	2	Invoice	TELE LANGUAGE TRANSLATION/UTILITIES	05/01/2020	12.77	11/20	601-23-80-5930-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 165200:					44.35		
Total CTS LANGUAGE LINK (6323):					44.35		
CULLIGAN FORT DODGE (207)							
042020	1	Invoice	AIRPORT-SOFT WATER SERVICE	04/20/2020	138.09	11/20	205-23-45-5372-299
Total 042020:					138.09		
Total CULLIGAN FORT DODGE (207):					138.09		
DAILY FREEMAN JOURNAL, INC. (211)							
5947	1	Invoice	PH NOTICE/AIRPORT	04/10/2020	144.29	11/20	205-23-45-5372-210
Total 5947					144.29		
Total DAILY FREEMAN JOURNAL, INC. (211):					144.29		
DEPT OF INSPECTIONS & APPEALS (4225)							
040420	1	Invoice	OD POOL CONCESSION LICENSE FEE	04/04/2020	150.00	11/20	100-22-42-5242-215
Total 040420					150.00		
Total DEPT OF INSPECTIONS & APPEALS (4225):					150.00		
DOC'S STOP, INC. (238)							
00014913	1	Invoice	FUEL FOR SAWS	04/29/2020	18.10	11/20	100-21-22-5140-315
Total 00014913					18.10		
Total DOC'S STOP, INC. (238):					18.10		
DOUG'S DIRT (6140)							
310-5478 04/	1	Invoice	14 TONS OF BLACK DIRT	04/20/2020	360.00	11/20	602-23-62-5662-318
Total 310-5478 04/20/20:					360.00		
310-5479 04/	1	Invoice	8 TONS OF BLACK DIRT	04/23/2020	140.00	11/20	602-23-62-5662-318
Total 310-5479 04/23/20:					140.00		
Total DOUG'S DIRT (6140):					500.00		
ECHO GROUP, INC. (6306)							
S8454156.00	1	Invoice	3" ELBOWS, STRAPS & PIPE (ELECTRICAL S	04/03/2020	78.36	11/20	204-23-30-5310-880
Total S8454156.001:					78.36		
S8480615.00	1	Invoice	2 (500ft) BLACK STRANDED & 1 (500ft) GREE	04/28/2020	169.07	11/20	601-23-52-5588-318
Total S8480615.001:					169.07		
Total ECHO GROUP, INC. (6306)					247.43		
ED M. FELD EQUIPMENT COMPANY (255)							
0367360-IN	1	Invoice	HOOD INSP/CARTRIDGE/CONG MEALS	04/30/2020	165.00	11/20	100-22-42-5280-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 0367360-IN:					165.00		
Total ED M. FELD EQUIPMENT COMPANY (255):					165.00		
ELECTRIC WHOLESALE CO (6967)							
538114	1	Invoice	4' LED BULBS FOR CEMETERY	02/26/2020	94.85	11/20	100-23-42-5371-318
538114	2	Invoice	RECEPTACLES & SWITCHES (BARNES)	02/26/2020	32.30	11/20	601-23-52-5588-318
Total 538114:					127.15		
542254	1	Invoice	8' WASH DOWN LIGHTS & STAINLESS BRAC	04/28/2020	2,698.72	11/20	601-23-52-5588-318
Total 542254:					2,698.72		
Total ELECTRIC WHOLESALE CO (6967):					2,825.87		
EMERGENCY APPARATUS (4497)							
111905	1	Invoice	PUMP TEST/REPAIR #31	04/29/2020	915.17	11/20	100-21-22-5140-227
Total 111905:					915.17		
111906	1	Invoice	PUMP TEST #32	04/29/2020	758.33	11/20	100-21-22-5140-227
Total 111906:					758.33		
111907	1	Invoice	PUMP TEST/REPAIR #33	04/29/2020	1,338.73	11/20	100-21-22-5140-227
Total 111907:					1,338.73		
Total EMERGENCY APPARATUS (4497):					3,012.23		
GERBER AUTO ELECTRIC (342)							
124079	1	Invoice	SERVICE/R&R BRAKES-2019 TAHOE	04/08/2020	847.05	11/20	100-21-21-5110-314
Total 124079:					847.05		
124177	1	Invoice	SERVICE 2019 TAHOE	04/15/2020	65.68	11/20	100-21-21-5110-314
Total 124177:					65.68		
Total GERBER AUTO ELECTRIC (342):					912.73		
GORDON FLESCH COMPANY (6978)							
IN12921589	1	Invoice	CANON/IR C350IF	04/24/2020	11.86	11/20	100-24-14-5435-225
IN12921589	2	Invoice	CANON/IR C350IF	04/24/2020	85.67	11/20	601-23-80-5931-225
IN12921589	3	Invoice	CANON/IR C350IF	04/24/2020	26.36	11/20	602-23-80-5931-225
IN12921589	4	Invoice	CANON/IR C350IF	04/24/2020	7.91	11/20	603-23-80-5931-225
Total IN12921589:					131.80		
Total GORDON FLESCH COMPANY (6978):					131.80		
GRAINGER (3288)							
9513021916	1	Invoice	AIR COMPRESSOR/VAC PUMP	04/23/2020	501.28	11/20	603-23-70-5642-318
Total 9513021916:					501.28		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
9515473370	1	Invoice	DIRECT DRIVE BLOWER	04/27/2020	139.23	11/20	603-23-70-5642-318
Total 9515473370:					139.23		
Total GRAINGER (3288):					640.51		
HACH COMPANY (362)							
11932637	1	Invoice	BUFFER SOLUTION/GEL FILLED PROBE	04/23/2020	362.11	11/20	602-23-61-5642-319
Total 11932637:					362.11		
Total HACH COMPANY (362)					362.11		
HAMILTON COUNTY (366)							
043020	1	Invoice	KENDALL YNG RD MAINT.AGMT	04/30/2020	1,075.00	11/20	204-23-30-5320-299
043020	2	Invoice	1 HR SNOW REMOVAL	04/30/2020	36.00	11/20	204-23-30-5320-299
Total 043020:					1,111.00		
051120	1	Invoice	IT SERVICES/APRIL 2020	05/11/2020	823.89	11/20	100-24-16-5420-212
051120	2	Invoice	IT SERVICES/APRIL 2020	05/11/2020	3,020.94	11/20	601-24-16-5923-212
051120	3	Invoice	IT SERVICES/APRIL 2020	05/11/2020	823.89	11/20	602-24-16-5923-212
051120	4	Invoice	IT SERVICES/APRIL 2020	05/11/2020	823.89	11/20	603-24-16-5923-212
Total 051120:					5,492.61		
WORK ORD	1	Invoice	REPAIR TILE ON NEELEY (LINE DEPT)	04/20/2020	766.77	11/20	601-23-52-5588-299
Total WORK ORDER 4843:					766.77		
Total HAMILTON COUNTY (366):					7,370.38		
HAWKINS, INC. (3668)							
4699539	1	Invoice	CHLORINE	04/15/2020	1,674.50	11/20	602-23-61-5641-318
Total 4699539:					1,674.50		
4699540	1	Invoice	Chlorine & SODIUM BISULFITE	04/15/2020	2,555.36	11/20	603-23-70-5641-318
Total 4699540:					2,555.36		
Total HAWKINS, INC. (3668):					4,229.86		
IAFC (7060)							
000062413	1	Invoice	MEMBERSHIP 7/1/20-6/30/21-STANSFIELD	05/06/2020	215.00	11/20	100-21-22-5140-215
Total 000062413:					215.00		
Total IAFC (7060):					215.00		
inTANDEM (6526)							
2102	1	Invoice	RETAINER/MAY 2020	04/24/2020	656.00	11/20	100-24-12-5430-299
2102	2	Invoice	RETAINER/MAY 2020	04/24/2020	1,804.00	11/20	601-23-81-5930-299
2102	3	Invoice	RETAINER/MAY 2020	04/24/2020	410.00	11/20	602-23-81-5930-299
2102	4	Invoice	RETAINER/MAY 2020	04/24/2020	410.00	11/20	603-23-81-5930-299
Total 2102:					3,280.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total in TANDEM (6526):					3,280.00		
IOWA DEPT OF NATURAL RESOURCES (466)							
4063001	031	1 Invoice	NPDES PERMIT #4063001 (AMENDMENT FE	03/10/2020	85.00	11/20	603-23-70-5930-215
Total 4063001 031020					85.00		
Total IOWA DEPT OF NATURAL RESOURCES (466):					85.00		
JEO CONSULTING GROUP INC (6285)							
116134	1	Invoice	ENGR AIRPORT REHAB PARALLEL TAXIWAY	04/10/2020	3,225.27	11/20	205-23-45-5372-880
Total 116134					3,225.27		
116135	1	Invoice	ENGR AIRPORT AIRFIELD PAVEMENT REHA	04/10/2020	2,253.59	11/20	205-23-45-5372-880
Total 116135					2,253.59		
Total JEO CONSULTING GROUP INC (6285)					5,478.86		
KQWC RADIO STATION (553)							
20040065	1	Invoice	RECYCLING ADS	04/30/2020	153.00	11/20	100-23-30-5340-235
Total 20040065					153.00		
Total KQWC RADIO STATION (553):					153.00		
LAMPERT'S (564)							
1152960	1	Invoice	NUTS/BOLTS/SCREWS	04/22/2020	6.50	11/20	601-23-52-5588-318
Total 1152960					6.50		
1154180	1	Invoice	NUTS/BOLTS/SCREWS	04/22/2020	2.50	11/20	601-23-52-5588-318
Total 1154180					2.50		
Total LAMPERT'S (564):					9.00		
LINCOLN NATL LIFE INSURANCE CO (3031)							
051120	1	Invoice	LIFE INSURANCE PREMIUMS	05/11/2020	1,523.58	11/20	902-11215
Total 051120					1,523.58		
Total LINCOLN NATL LIFE INSURANCE CO (3031):					1,523.58		
MACQUEEN EQUIPMENT (5144)							
P10188	1	Invoice	MOTOR-CENTERBRO / STREET SWEEPER	04/21/2020	542.48	11/20	100-23-30-5350-314
Total P10188:					542.48		
Total MACQUEEN EQUIPMENT (5144):					542.48		
MARTIN MARIETTA MATERIALS (601)							
28567538	1	Invoice	WASH CHIPS / PAVEMENT DOC.	04/27/2020	1,072.42	11/20	204-23-30-5310-318
Total 28567538:					1,072.42		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total MARTIN MARIETTA MATERIALS (601):					1,072.42		
MIDAMERICAN ENERGY (629)							
399452357	1	Invoice	BOOSTER STATION ELECTRICITY	04/30/2020	239.91	11/20	602-23-62-5662-237
Total 399452357:					239.91		
Total MIDAMERICAN ENERGY (629):					239.91		
MOURLAM, DALTON (7055)							
051120	1	Invoice	REIMBURSE EXPENSES/ACADEMY	05/11/2020	671.61	11/20	100-21-21-5110-231
Total 051120:					671.61		
Total MOURLAM, DALTON (7055):					671.61		
MUNICIPAL SUPPLY, INC. (672)							
0756641-IN	1	Invoice	8"x15" REPAIR CLAMP	03/25/2020	235.90	11/20	602-23-62-5662-318
Total 0756641-IN:					235.90		
0759615-IN	1	Invoice	4"x15" REPAIR CLAMP	04/24/2020	162.91	11/20	602-23-62-5662-318
Total 0759615-IN:					162.91		
0760776-IN	1	Invoice	MATERIAL FOR BRIGGS WOODS	04/30/2020	72.70	11/20	602-23-62-5935-870
Total 0760776-IN:					72.70		
Total MUNICIPAL SUPPLY, INC. (672):					471.51		
NAPA AUTO PARTS (677)							
892120	1	Invoice	GAS PUMP	03/16/2020	59.78	11/20	204-23-30-5310-314
Total 892120:					59.78		
892124	1	Invoice	RETURNED GAS PUMP	03/16/2020	59.78	11/20	204-23-30-5310-314
Total 892124:					59.78		
894049	2	Invoice	OIL DRY	04/16/2020	61.74	11/20	204-23-30-5310-318
Total 894049:					61.74		
894266	1	Invoice	OIL & FILTER	04/20/2020	20.90	11/20	602-23-61-5642-318
Total 894266:					20.90		
894270	1	Invoice	BEARING - ST#1	04/20/2020	20.76	11/20	204-23-30-5310-314
Total 894270:					20.76		
894302	1	Invoice	GRINDER CUT OFF WHEEL	04/20/2020	36.98	11/20	204-23-30-5310-314
Total 894302:					36.98		
894355	1	Invoice	ROTOR & BRAKE WIPE	04/21/2020	21.65	11/20	204-23-30-5310-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 894355:					21.65		
894445	1	Invoice	ROTORS & PADS - POLICE#2	04/22/2020	552.08	11/20	204-23-30-5310-314
Total 894445:					552.08		
894524	1	Invoice	HYD HOSE FITTING	04/23/2020	49.99	11/20	204-23-30-5310-314
Total 894524:					49.99		
894527	1	Invoice	HYD HOSE FITTING	04/23/2020	49.99	11/20	204-23-30-5310-314
Total 894527:					49.99		
894545	1	Invoice	FRONT & REAR BRAKE KITS - POLICE#8	04/23/2020	433.90	11/20	204-23-30-5310-314
Total 894545:					433.90		
Total NAPA AUTO PARTS (677):					1,247.99		
NORTH CENTRAL TURF, INC. (703)							
7886	1	Invoice	BLACK DIRT	04/27/2020	74.40	11/20	601-23-52-5588-318
Total 7886:					74.40		
Total NORTH CENTRAL TURF, INC. (703):					74.40		
ON-HOLD PRODUCTIONS (726)							
6333	1	Invoice	ON HOLD MESSAGE - MAY 2020	04/19/2020	15.20	11/20	100-22-12-5370-210
6333	2	Invoice	ON HOLD MESSAGE - MAY 2020	04/19/2020	41.80	11/20	601-23-81-5930-210
6333	3	Invoice	ON HOLD MESSAGE - MAY 2020	04/19/2020	9.50	11/20	602-23-81-5930-210
6333	4	Invoice	ON HOLD MESSAGE - MAY 2020	04/19/2020	9.50	11/20	603-23-81-5930-210
Total 6333:					76.00		
Total ON-HOLD PRODUCTIONS (726):					76.00		
OPG-3 INC. (6482)							
4090	1	Invoice	LASERFISCHE ANNUAL SUPPORT/MAINTEN	05/05/2020	276.60	11/20	100-24-16-5420-215
4090	2	Invoice	LASERFISCHE ANNUAL SUPPORT/MAINTEN	05/05/2020	1,014.20	11/20	601-24-16-5930-215
4090	3	Invoice	LASERFISCHE ANNUAL SUPPORT/MAINTEN	05/05/2020	276.60	11/20	602-24-16-5930-215
4090	4	Invoice	LASERFISCHE ANNUAL SUPPORT/MAINTEN	05/05/2020	276.60	11/20	603-24-16-5930-215
Total 4090:					1,844.00		
Total OPG-3 INC. (6482):					1,844.00		
O'REILLY AUTOMOTIVE, INC. (727)							
0357-459700	1	Invoice	SPARK PLUG (LINE#7)	04/21/2020	71.92	11/20	204-23-30-5310-314
Total 0357-459700:					71.92		
0357-459761	1	Invoice	SPARK PLUG WIRE SET (LINE#7)	04/22/2020	55.83	11/20	204-23-30-5310-314
Total 0357-459761:					55.83		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total O'REILLY AUTOMOTIVE, INC. (727):					127.75		
PEERLESS WELL & PUMP (6614)							
756	1	Invoice	WELL #6-MOBILIZE SERVICE TK-PULL & LOA	04/24/2020	1,250.00	11/20	602-23-60-5614-299
Total 756:					1,250.00		
Total PEERLESS WELL & PUMP (6614):					1,250.00		
PLAIN, JERRED (7054)							
041520	1	Invoice	ENERGY EFFICIENCY REBATE	04/15/2020	225.00	11/20	601-23-36-5930-979
041520	2	Invoice	CORN BELT EE RESIDENTIAL REBATE	04/15/2020	25.00	11/20	601-23-53-5930-979
041520	3	Invoice	CORN BELT EE RESIDENTIAL REBATE	04/15/2020	25.00	11/20	601-23-53-5930-979
Total 041520:					275.00		
Total PLAIN, JERRED (7054):					275.00		
RASCH CONSTRUCTION, INC. (6999)							
PYMT #3	1	Invoice	2020 SECOND ST RECONSTRUCTION PYMT	05/06/2020	333,382.55	11/20	536-23-30-5310-299
Total PYMT #3:					333,382.55		
Total RASCH CONSTRUCTION, INC. (6999):					333,382.55		
RAY O'HERRON CO., INC. (4533)							
2024307-IN	1	Invoice	GLOCK 17 GEN/#617	04/24/2020	380.79	11/20	100-21-21-5110-312
Total 2024307-IN:					380.79		
Total RAY O'HERRON CO., INC. (4533):					380.79		
RDG PLANNING & DESIGN (5320)							
36343	1	Invoice	PROF SVCS/COMP PLAN UPDATE/HOUSING	03/31/2020	1,522.00	11/20	100-24-18-5470-880
Total 36343:					1,522.00		
Total RDG PLANNING & DESIGN (5320):					1,522.00		
RESCO (812)							
776223-00	1	Invoice	URD CONVERSION (2) MATERIALS	04/24/2020	3,321.28	11/20	601-23-52-5588-871
Total 776223-00:					3,321.28		
Total RESCO (812):					3,321.28		
RIVAS, PATRICIA (7056)							
042820	1	Invoice	ELECTRIC REFUND	04/28/2020	74.44	11/20	601-23-80-5903-980
Total 042820:					74.44		
Total RIVAS, PATRICIA (7056):					74.44		
SANDRY FIRE SUPPLY (834)							
INV-008692	1	Invoice	ADAPTERS FOR AIR COMPRESSOR	12/23/2019	1,813.75	11/20	100-21-22-5140-226
Total INV-008692:					1,813.75		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
INV-009843	1	Invoice	CYLINDER	03/19/2020	1,216.00	11/20	100-41-22-5140-515
Total INV-009843:					1,216.00		
INV-009844	1	Invoice	RECHARGING KIT/RECHARGE BATTERIES	03/19/2020	1,921.00	11/20	100-41-22-5140-515
Total INV-009844:					1,921.00		
INV-009845	1	Invoice	SCBA'S	03/19/2020	176,423.38	11/20	100-41-22-5140-515
Total INV-009845:					176,423.38		
INV-010429	1	Invoice	BOOTS/ESTLUND	04/29/2020	414.15	11/20	100-21-22-5140-312
Total INV-010429:					414.15		
Total SANDRY FIRE SUPPLY (834):					181,788.28		
SCHLOTFELDT ENGINEERING, INC. (836)							
27143	1	Invoice	Eng Fees - ELECTRIC EASEMENTS JAN-MAR	04/23/2020	3,248.25	11/20	601-23-51-5566-871
Total 27143					3,248.25		
27144	2	Invoice	MINOR SUBDIVISION (MEYERS 1st ADDITIO	04/23/2020	252.00	11/20	100-23-36-5393-212
Total 27144:					252.00		
Total SCHLOTFELDT ENGINEERING, INC. (836):					3,500.25		
SCHRECK, JON (7059)							
042820	1	Invoice	ELECTRIC REFUND	04/28/2020	71.48	11/20	601-23-80-5903-980
Total 042820:					71.48		
Total SCHRECK, JON (7059):					71.48		
SHIVE-HATTERY, INC. (6758)							
4185370-6	1	Invoice	TRAIL PLAN STUDY - PYMT #6	04/22/2020	3,385.00	11/20	100-22-42-5210-212
Total 4185370-6:					3,385.00		
Total SHIVE-HATTERY, INC. (6758):					3,385.00		
SIOUX SALES COMPANY (5795)							
189000	1	Invoice	REMINGTON 870	04/21/2020	420.00	11/20	100-21-21-5110-231
Total 189000:					420.00		
189009	1	Invoice	SMITH & WESSON M&P45	04/22/2020	464.00	11/20	100-21-21-5110-231
Total 189009:					464.00		
Total SIOUX SALES COMPANY (5795):					884.00		
SNYDER & ASSOCIATES (2951)							
119 0338 03-	1	Invoice	ENG - 2020 ST DEPT MAINT BLDG (119.0338	04/23/2020	5,391.25	11/20	204-23-30-5310-880

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 119.0338.03-6:					5,391.25		
Total SNYDER & ASSOCIATES (2951):					5,391.25		
STAR EQUIPMENT, LTD (2002)							
04083729	1	Invoice	WATERNPUMP FOR OD POOL (BARNES)	04/28/2020	437.00	11/20	100-22-42-5242-318
Total 04083729:					437.00		
Total STAR EQUIPMENT, LTD (2002):					437.00		
STATE HYGIENIC LABORATORY (423)							
187878	1	Invoice	WASTEWATER TESTING	04/30/2020	2,492.00	11/20	603-23-70-5923-212
Total 187878:					2,492.00		
187880	1	Invoice	PUBLIC WATER	04/30/2020	117.00	11/20	602-23-61-5651-299
Total 187880:					117.00		
Total STATE HYGIENIC LABORATORY (423):					2,609.00		
STONY CREEK LANDSCAPES, INC (2982)							
1081	1	Invoice	ROLL FABRIC FOR LANDSCAPE WORK @ LY	05/01/2020	300.98	11/20	100-22-42-5210-318
Total 1081:					300.98		
Total STONY CREEK LANDSCAPES, INC (2982):					300.98		
STORM FLYING SERVICE, INC. (911)							
051120	1	Invoice	AIRPORT MANAGER FEE - MAY 2020	05/11/2020	3,666.67	11/20	205-23-45-5372-299
Total 051120:					3,666.67		
Total STORM FLYING SERVICE, INC. (911):					3,666.67		
STREICHER'S (917)							
11427833	1	Invoice	HOLSTER/BATON/BATON HOLDER	04/28/2020	444.95	11/20	100-21-21-5110-312
Total 11427833:					444.95		
Total STREICHER'S (917):					444.95		
STUART C. IRBY COMPANY (3585)							
S011670969	1	Invoice	RESTOCK: METER 13 TERM SOCKETS & CT	04/14/2020	2,311.20	11/20	601-23-52-5588-318
Total S011670969.001:					2,311.20		
S011779855	1	Invoice	UNDERGROUND CONVERSION (2) MATER/A	04/29/2020	9,413.71	11/20	601-23-52-5588-871
Total S011779855.001:					9,413.71		
Total STUART C. IRBY COMPANY (3585):					11,724.91		
THE TRASHMAN, LLC (943)							
660-1857	1	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	26.95	11/20	100-24-36-5480-236
660-1857	2	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	19.25	11/20	601-23-36-5480-236

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
660-1857	3	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	15.40	11/20	602-23-36-5480-236
660-1857	4	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	15.40	11/20	603-23-36-5480-236
660-1857	5	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	77.00	11/20	100-22-42-5280-236
660-1857	6	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	44.00	11/20	204-23-30-5310-236
660-1857	7	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	16.50	11/20	100-21-22-5140-236
660-1857	8	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	77.00	11/20	100-22-42-5233-236
660-1857	9	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	44.00	11/20	601-23-52-5588-236
660-1857	10	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	44.00	11/20	603-23-70-5642-236
660-1857	11	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	44.00	11/20	100-22-42-5210-236
660-1857	12	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	44.00	11/20	602-23-61-5642-236
660-1857	13	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2020	44.00	11/20	205-23-45-5372-236
Total 660-1857:					511.50		
660-1858	1	Invoice	DROP BOX CHARGES/EXTRA SVC	04/30/2020	329.00	11/20	100-23-30-5340-235
Total 660-1858:					329.00		
660-1859	1	Invoice	ROLL-OFF/LANDFILL - CEMETERY	04/30/2020	387.56	11/20	100-22-42-5210-236
Total 660-1859:					387.56		
661-101	1	Invoice	CURB RECYCLING - APRIL 2020	05/06/2020	12,976.98	11/20	100-23-30-5340-235
Total 661-101:					12,976.98		
Total THE TRASHMAN, LLC (943):					14,205.04		
TONY'S TIRE SERVICE (958)							
(5) MULTIPL	1	Invoice	SERVICE #31, #32, #33	04/23/2020	1,882.54	11/20	100-21-22-5140-314
Total (5) MULTIPLE:					1,882.54		
Total TONY'S TIRE SERVICE (958):					1,882.54		
UNITED COOPERATIVE (979)							
0209977	1	Invoice	USED RUNNING GEAR (SNOW EQUIPMENT)	04/17/2020	800.00	11/20	204-23-30-5320-314
Total 0209977:					800.00		
05196 & 051	1	Invoice	GAS REPORT	03/25/2020	305.56	11/20	100-21-21-5110-315
05196 & 051	2	Invoice	GAS REPORT	03/25/2020	30.81	11/20	100-21-22-5140-315
05196 & 051	3	Invoice	GAS REPORT	03/25/2020	80.52	11/20	204-23-30-5310-315
05196 & 051	4	Invoice	GAS REPORT	03/25/2020	21.61	11/20	603-23-70-5935-315
05196 & 051	5	Invoice	GAS REPORT	03/25/2020	29.46	11/20	602-23-61-5935-315
05196 & 051	6	Invoice	GAS REPORT	03/25/2020	88.95	11/20	601-23-52-5935-315
05196 & 051	7	Invoice	GAS REPORT	03/25/2020	18.07	11/20	601-23-51-5935-315
05196 & 051	8	Invoice	GAS REPORT	03/25/2020	31.67	11/20	601-23-80-5935-315
05196 & 051	9	Invoice	GAS REPORT	03/25/2020	31.67	11/20	602-23-80-5935-315
05196 & 051	10	Invoice	GAS REPORT	03/25/2020	32.99	11/20	100-22-42-5210-315
05196 & 051	11	Invoice	GAS REPORT	03/25/2020	115.28	11/20	100-24-14-5435-315
05196 & 051	12	Invoice	GAS REPORT	03/25/2020	631.77	11/20	204-23-30-5310-315
05196 & 051	13	Invoice	GAS REPORT	03/25/2020	222.72	11/20	601-23-52-5935-315
05196 & 051	14	Invoice	GAS REPORT	03/25/2020	416.02	11/20	100-24-14-5435-315
Total 05196 & 05197:					2,057.10		
05318 & 053	1	Invoice	GAS REPORT	04/13/2020	497.93	11/20	100-21-21-5110-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
05318 & 053	2	Invoice	GAS REPORT	04/13/2020	96.65	11/20	204-23-30-5310-315
05318 & 053	3	Invoice	GAS REPORT	04/13/2020	47.82	11/20	603-23-70-5935-315
05318 & 053	4	Invoice	GAS REPORT	04/13/2020	37.11	11/20	602-23-61-5935-315
05318 & 053	5	Invoice	GAS REPORT	04/13/2020	131.62	11/20	601-23-52-5935-315
05318 & 053	6	Invoice	GAS REPORT	04/13/2020	23.55	11/20	601-23-80-5935-315
05318 & 053	7	Invoice	GAS REPORT	04/13/2020	23.55	11/20	602-23-80-5935-315
05318 & 053	8	Invoice	GAS REPORT	04/13/2020	75.04	11/20	100-23-42-5371-315
05318 & 053	9	Invoice	GAS REPORT	04/13/2020	64.68	11/20	100-24-14-5435-315
05318 & 053	10	Invoice	GAS REPORT	04/13/2020	61.80	11/20	100-21-22-5140-315
05318 & 053	11	Invoice	GAS REPORT	04/13/2020	676.52	11/20	204-23-30-5310-315
05318 & 053	12	Invoice	GAS REPORT	04/13/2020	57.71	11/20	602-23-61-5935-315
05318 & 053	13	Invoice	GAS REPORT	04/13/2020	176.16	11/20	601-23-52-5935-315
05318 & 053	14	Invoice	GAS REPORT	04/13/2020	67.35	11/20	100-23-42-5371-315
05318 & 053	15	Invoice	GAS REPORT	04/13/2020	302.62	11/20	100-24-14-5435-315
Total 05318 & 05319:					2,340.11		
05474 & 054	1	Invoice	GAS REPORT	05/04/2020	473.69	11/20	100-21-21-5110-315
05474 & 054	2	Invoice	GAS REPORT	05/04/2020	14.80	11/20	100-21-22-5140-315
05474 & 054	3	Invoice	GAS REPORT	05/04/2020	82.86	11/20	204-23-30-5310-315
05474 & 054	4	Invoice	GAS REPORT	05/04/2020	44.81	11/20	603-23-70-5935-315
05474 & 054	5	Invoice	GAS REPORT	05/04/2020	41.89	11/20	602-23-61-5935-315
05474 & 054	6	Invoice	GAS REPORT	05/04/2020	15.19	11/20	100-21-18-5190-315
05474 & 054	7	Invoice	GAS REPORT	05/04/2020	143.09	11/20	601-23-52-5935-315
05474 & 054	8	Invoice	GAS REPORT	05/04/2020	26.93	11/20	601-23-80-5935-315
05474 & 054	9	Invoice	GAS REPORT	05/04/2020	26.93	11/20	602-23-80-5935-315
05474 & 054	10	Invoice	GAS REPORT	05/04/2020	21.33	11/20	100-22-42-5210-315
05474 & 054	11	Invoice	GAS REPORT	05/04/2020	70.97	11/20	100-23-42-5371-315
05474 & 054	12	Invoice	GAS REPORT	05/04/2020	124.85	11/20	100-24-14-5435-315
05474 & 054	13	Invoice	GAS REPORT	05/04/2020	40.89	11/20	100-21-22-5140-315
05474 & 054	14	Invoice	GAS REPORT	05/04/2020	169.11	11/20	204-23-30-5310-315
05474 & 054	15	Invoice	GAS REPORT	05/04/2020	20.99	11/20	602-23-61-5935-315
05474 & 054	16	Invoice	GAS REPORT	05/04/2020	46.22	11/20	601-23-52-5935-315
05474 & 054	17	Invoice	GAS REPORT	05/04/2020	66.12	11/20	100-23-42-5371-315
05474 & 054	18	Invoice	GAS REPORT	05/04/2020	236.07	11/20	100-24-14-5435-315
Total 05474 & 05475:					1,666.74		
06126	1	Invoice	PROPANE FOR AIRPORT	03/25/2020	1,045.00	11/20	205-23-45-5372-234
Total 06126:					1,045.00		
Total UNITED COOPERATIVE (979):					7,908.95		
US BANK OPERATIONS CENTER (4821)							
051120	1	Invoice	PRIN PYMT-2019 EL REFUND BOND	05/11/2020	47,495.60	11/20	601-21009
051120	2	Invoice	INT PYMT-2019 EL REFUND BOND	05/11/2020	39,643.26	11/20	601-21005
Total 051120:					87,138.86		
Total US BANK OPERATIONS CENTER (4821):					87,138.86		
US CELLULAR (986)							
0369349176	1	Invoice	CELLULAR SERVICE	04/20/2020	245.69	11/20	100-21-21-5110-230
0369349176	2	Invoice	CELLULAR SERVICE	04/20/2020	43.52	11/20	204-23-30-5310-230
0369349176	3	Invoice	CELLULAR SERVICE	04/20/2020	32.28	11/20	601-23-52-5588-230
0369349176	4	Invoice	CELLULAR SERVICE	04/20/2020	32.27	11/20	601-23-51-5566-230
0369349176	5	Invoice	CELLULAR SERVICE	04/20/2020	43.52	11/20	100-21-18-5190-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
0369349176	6	Invoice	CELLULAR SERVICE	04/20/2020	21.76	11/20	100-24-30-5380-230
0369349176	7	Invoice	CELLULAR SERVICE	04/20/2020	21.76	11/20	601-24-30-5380-230
0369349176	8	Invoice	CELLULAR SERVICE	04/20/2020	21.76	11/20	602-24-30-5380-230
0369349176	9	Invoice	CELLULAR SERVICE	04/20/2020	21.76	11/20	603-24-30-5380-230
0369349176	10	Invoice	CELLULAR SERVICE	04/20/2020	13.06	11/20	100-24-16-5420-215
0369349176	11	Invoice	CELLULAR SERVICE	04/20/2020	47.87	11/20	601-24-16-5930-215
0369349176	12	Invoice	CELLULAR SERVICE	04/20/2020	13.05	11/20	602-24-16-5930-215
0369349176	13	Invoice	CELLULAR SERVICE	04/20/2020	13.05	11/20	603-24-16-5930-215
0369349176	14	Invoice	CELLULAR SERVICE	04/20/2020	304.57	11/20	100-21-21-5110-230
0369349176	15	Invoice	CELLULAR SERVICE	04/20/2020	8.70	11/20	100-24-12-5430-230
0369349176	16	Invoice	CELLULAR SERVICE	04/20/2020	23.93	11/20	601-23-81-5921-230
0369349176	17	Invoice	CELLULAR SERVICE	04/20/2020	5.44	11/20	602-23-81-5921-230
0369349176	18	Invoice	CELLULAR SERVICE	04/20/2020	5.44	11/20	603-23-81-5921-230
0369349176	19	Invoice	CELLULAR SERVICE	04/20/2020	43.51	11/20	100-23-43-5361-230
0369349176	20	Invoice	CELLULAR SERVICE	04/20/2020	21.75	11/20	602-23-80-5902-299
0369349176	21	Invoice	CELLULAR SERVICE	04/20/2020	21.76	11/20	601-23-80-5905-299
0369349176	22	Invoice	CELLULAR SERVICE	04/20/2020	43.51	11/20	100-21-22-5140-230
Total 0369349176:					1,049.96		
Total US CELLULAR (986):					1,049.96		
US PUBLIC SAFETY GROUP, INC. (6141)							
10127	1	Invoice	FLEX BADGES #681 & #682	04/30/2020	85.75	11/20	100-21-21-5110-312
Total 10127:					85.75		
Total US PUBLIC SAFETY GROUP, INC. (6141):					85.75		
VALUTECH PEST CONTROL (6822)							
010553944	1	Invoice	DOWNTOWN AREA-CO-OP/SSMID	04/17/2020	65.00	11/20	260-23-36-5393-210
Total 010553944:					65.00		
010969925	1	Invoice	PEST CONTROL/CEMETERY	04/24/2020	35.00	11/20	100-23-42-5371-299
Total 010969925:					35.00		
Total VALUTECH PEST CONTROL (6822):					100.00		
VAN METER INC. (4664)							
S011116135	1	Invoice	16 NEW STREET LIGHTS (2nd ST RECON)	04/29/2020	2,062.70	11/20	536-23-30-5310-299
Total S011116135.002:					2,062.70		
Total VAN METER INC. (4664):					2,062.70		
WEBSTER CITY RENTAL LLC (6478)							
313121506	1	Invoice	DEPOSIT REFUND/801 DM ST-SUITE 1	04/29/2020	421.31	11/20	601-21011
Total 313121506:					421.31		
Total WEBSTER CITY RENTAL LLC (6478):					421.31		
WEBSTER CITY VETERINARY CLINIC (1030)							
427421	1	Invoice	1ST QTR 2020 DOG POUND FEES	04/15/2020	1,250.00	11/20	100-22-21-5240-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 427421:					1,250.00		
Total WEBSTER CITY VETERINARY CLINIC (1030):					1,250.00		
WESCO DISTRIBUTION (1038)							
144709	1	Invoice	UND GRD CONVERSION (2) MATERIALS	04/27/2020	7,135.87	11/20	601-23-52-5588-871
Total 144709:					7,135.87		
Total WESCO DISTRIBUTION (1038):					7,135.87		
WOOLSTOCK MUTUAL TELEPHONE ASN (1054)							
839-1086 05/	1	Invoice	INTERNET SERVICE	05/01/2020	3.03	11/20	100-24-14-5435-230
839-1086 05/	2	Invoice	INTERNET SERVICE	05/01/2020	21.90	11/20	601-23-80-5903-230
839-1086 05/	3	Invoice	INTERNET SERVICE	05/01/2020	6.75	11/20	602-23-80-5921-230
839-1086 05/	4	Invoice	INTERNET SERVICE	05/01/2020	2.02	11/20	603-23-80-5921-230
839-1086 05/	5	Invoice	INTERNET SERVICE	05/01/2020	3.61	11/20	100-24-12-5430-230
839-1086 05/	6	Invoice	INTERNET SERVICE	05/01/2020	12.03	11/20	601-23-81-5921-230
839-1086 05/	7	Invoice	INTERNET SERVICE	05/01/2020	7.22	11/20	602-23-81-5921-230
839-1086 05/	8	Invoice	INTERNET SERVICE	05/01/2020	1.20	11/20	603-23-81-5921-230
839-1086 05/	9	Invoice	INTERNET SERVICE	05/01/2020	6.02	11/20	100-24-30-5380-230
839-1086 05/	10	Invoice	INTERNET SERVICE	05/01/2020	6.02	11/20	601-24-30-5380-230
839-1086 05/	11	Invoice	INTERNET SERVICE	05/01/2020	6.02	11/20	602-24-30-5380-230
839-1086 05/	12	Invoice	INTERNET SERVICE	05/01/2020	6.00	11/20	603-24-30-5380-230
839-1086 05/	13	Invoice	INTERNET SERVICE	05/01/2020	14.44	11/20	100-21-22-5140-230
839-1086 05/	14	Invoice	INTERNET SERVICE	05/01/2020	38.50	11/20	100-21-21-5110-230
839-1086 05/	15	Invoice	INTERNET SERVICE	05/01/2020	7.22	11/20	601-23-52-5588-230
839-1086 05/	16	Invoice	INTERNET SERVICE	05/01/2020	7.22	11/20	601-23-51-5566-230
839-1086 05/	17	Invoice	INTERNET SERVICE	05/01/2020	14.44	11/20	602-23-61-5642-230
839-1086 05/	18	Invoice	INTERNET SERVICE	05/01/2020	4.81	11/20	100-23-43-5361-230
839-1086 05/	19	Invoice	INTERNET SERVICE	05/01/2020	19.25	11/20	100-22-42-5233-230
839-1086 05/	20	Invoice	INTERNET SERVICE	05/01/2020	118.62	11/20	601-24-16-5921-230
839-1086 05/	21	Invoice	INTERNET SERVICE	05/01/2020	20.84	11/20	602-24-16-5921-230
839-1086 05/	22	Invoice	INTERNET SERVICE	05/01/2020	20.84	11/20	603-24-16-5921-230
Total 839-1086 05/01/20:					348.00		
839-3034 05/	1	Invoice	INTERNET SERVICE/RSVP	05/01/2020	29.95	11/20	100-22-42-5280-230
Total 839-3034 05/01/20:					29.95		
839-6192 05/	1	Invoice	INTERNET SERVICE/DEPOT	05/01/2020	29.95	11/20	100-22-42-5221-230
Total 839-6192 05/01/20:					29.95		
839-7981 05/	1	Invoice	INTERNET SERVICE/FULLER HALL	05/01/2020	29.95	11/20	100-22-42-5233-230
Total 839-7981 05/01/20:					29.95		
Total WOOLSTOCK MUTUAL TELEPHONE ASN (1054):					437.85		
ZAMORA, MARIA (7058)							
042820	1	Invoice	ELECTRIC REFUND/310 DIVISION	04/28/2020	5.98	11/20	601-23-80-5903-980
Total 042820:					5.98		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total ZAMORA, MARIA (7058):					5.98		
ZEHNER SAFETY (1067)							
2148	1	Invoice	RECHARGE EXTINGUISHERS	05/06/2020	18.00	11/20	100-21-21-5110-318
Total 2148:					18.00		
Total ZEHNER SAFETY (1067):					18.00		
Total 05/18/2020:					763,578.00		
Grand Totals:					827,214.86		

Report GL Period Summary

GL Period	Amount
11/20	827,214.86
Grand Totals:	827,214.86

Vendor number hash: 759891
 Vendor number hash - split: 1019726
 Total number of invoices: 206
 Total number of transactions: 375

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	827,214.86	827,214.86
Grand Totals:	827,214.86	827,214.86

FUND LIST TOTALS FOR BILLS May 18, 2020

Account	Fund	Total Amount
100	General	391,680.40
204	Road Use Tax Fund	12,169.49
205	Airport Fund	10,516.91
260	SSMID	65.00
536	2020 Second Street Reconstruction Project	335,445.25
601	Electric Utility	41,474.37
602	Water Utility	11,748.23
603	Sewer Utility	20,172.82
902	Medical/Flex	<u>3,942.39</u>
	Grand Total	827,214.86

WEBSTER CITY PLANNING AND ZONING COMMISSION MINUTES

May 11, 2020

The regular meeting of the Webster City Planning and Zoning Commission was held on May 11, 2020 utilizing Zoom. The electronic meeting was called to order by Chairperson Steve Struchen at 6:00 P.M.

ROLL CALL: Present: Doug Bailey, Jill Burtnett, Carolyn Cross, Lynn Jaycox, Jim Kumm, Shelby Kroona, Steve Struchen, Sabrina Wohlford, Barb Wollan

Absent: None

Also in attendance: Karla Wetzler, Planning Director
Jeff Sheridan, City Manager

It was moved by Bailey and seconded by Wohlford that the minutes of the February 10, 2020, meeting be approved as emailed to the Commission.

ROLL CALL: Aye: Doug Bailey, Jill Burtnett, Carolyn Cross, Lynn Jaycox, Jim Kumm, Shelby Kroona, Steve Struchen, Sabrina Wohlford, Barb Wollan

Nay: NONE

MOTION CARRIED.

Petitions – Communications – Requests: None

History of the Residential Tax Abatement Plan adopted in May of 1993 was given with its merits being noted. To date, 137 new dwelling units have taken advantage of this program. It was moved by Wollan and seconded by Jaycox to recommend approval of the extension of the Urban Revitalization Plan for Residential Tax Abatement for another 3 years.

ROLL CALL: Aye: Jill Burtnett, Carolyn Cross, Lynn Jaycox, Jim Kumm, Shelby Kroona, Steve Struchen, Sabrina Wohlford, Barb Wollan, Doug Bailey

Nay: NONE

MOTION CARRIED.

Jim Kumm
Secretary



MEMORANDUM

TO: City Manager
Mayor and City Council

FROM: Karla Wetzler

DATE: May 12, 2020

RE: Public Hearing for Continuation of the City-Wide Urban Revitalization Plan for Residential Tax Abatement

SUMMARY: The current Urban Revitalization Plan for Residential Tax Abatement expires soon. On May 11, 2020, the Planning and Zoning Commission recommended that this program be extended another 3 years.

PREVIOUS COUNCIL ACTION: On May 4, 2020, the City Council set May 18, 2020, at 6:05 p.m. to hold a public hearing on this extension.

BACKGROUND/DISCUSSION: This program offers an incentive for new, residential construction on infill lots. Infill lots are those which already abut a public street and are within 50' of existing water and sewer. Any *new* subdivision (after 1993) does not qualify. Since the origin of this program in May of 1993, 137 new dwellings have taken advantage of this 100%, 3-year tax abatement.

We are permitted by State Code to only extend the duration of the Plan and not change or revise any of the language in the Plan. If we wanted to change the actual Plan, we'd have to follow the State's new tax abatement requirements that are more restrictive than what we originally adopted in 1993. For instance, currently the State Code sets out that the tax abatement can only be on the first \$75,000 of the improvement. Our plan allows the entire amount, 100% of the improvement cost.

The City Council adopted this 3-year program in 1993. State Code allows for it to be re-evaluated every 3 years. Due to its merit, it has been extended every 3 years since.

FINANCIAL IMPLICATIONS: The property owners do not have to pay taxes on the improvements (dwelling) for 3 years. Taxes on the lot are still collected. Hence, this reduces the amount the City collects during this time period. This has no effect on the current budget.

RECOMMENDATION: Approve this Plan for another three (3) years.

ALTERNATIVES: The Council could choose to discontinue this program.

CITY MANAGER COMMENTS: I agree with the recommendation of the Planning Director.

RESOLUTION NO. 2020 - ____

**RESOLUTION ADOPTING THE EXTENSION OF THE URBAN
REVITALIZATION PLAN FOR RESIDENTIAL TAX ABATEMENT.**

WHEREAS, the Iowa Urban Revitalization Act of 1979 enables cities to designate areas of the City as urban revitalization areas to attract development to specific areas, thereby increasing the tax base; and,

WHEREAS, the City of Webster City adopted an Urban Revitalization Plan for Residential Tax Abatement purposes in May of 1993 in which incentives were provided to new unit construction; and,

WHEREAS, since adoption of that Plan, the City Council has reviewed its actions and has determined that benefits of the Residential Tax Abatement Program should be extended for 3 years; and,

WHEREAS, notice was published as required by law and a hearing was held on May 18, 2020, with no oral or written objections noted.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that the above described extension of the City-Wide Urban Revitalization Plan for Residential Tax Abatement for the City of Webster City, Iowa is hereby approved and adopted.

Passed and adopted this 18th day of May, 2020.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



MEMO

TO: City Council

FROM: Finance Director

DATE: May 12, 2020

RE: Public Hearing to Amend the 2019/20 Budget

SUMMARY: I am asking City Council to approve amending the FY 2019-20 budget as shown in the public hearing notice and resolution.

BACKGROUND/DISCUSSION: The State requires each municipality to review their revenues and expenditures based on their current budget to determine if they anticipate any function or program to be less than originally budgeted for revenues and more for expenses. The amendments are due to the State by May 31, 2020 and require a public hearing.

REVENUES

TAXES LEVIED ON PROPERTY

This category includes property taxes used by the General, Benefits and Debt Service Funds. The City received between 5.75% - 9.65% of their total property tax collection in the past 3 years. Due to uncertainties with COVID-19, I estimated to receive 3% of the current outstanding balance which would reduce the budgeted amount by \$283,000.00.

TIF REVENUES

The majority of the funds within this category do not appear that they will receive the budgeted amount. I have chosen to amend 2 of funds to get the overall reduction of \$69,783. The Brewer Creek Estates TIF fund and the Shopko TIF fund. I believe the reduction was due to over budgeting the TIF funds to ensure each TIF recipient received their maximum possible rebate without exceeding the council approved appropriated amount. The expense side which is shown in the Debt Service Category will also reduce.

INTERGOVERNMENTAL

Road Use Tax Receipts are being reduced by 40% of the receipts received last year in May and June as COVID-19 greatly reduced travel. The Federal Grant that was budgeted for the Taxiway Design Project at the Airport has been approved, however the majority of drawdowns will occur after June 30th.

MISCELLANEOUS

\$576,024 was budgeted for private donations towards the Wilson Brewer Park Project. The donations are being channeled through the Enhance Hamilton County Foundation and are drawn down as needed. Our draw down to date is lower than the budgeted amount.

OTHER FINANCING SOURCES

Typically, we would not amend a revenue category that will exceed the budgeted amount, but chose to do so to offset the increases on the expense side. The bond proceeds for the 2020 Street Reconstruction and portion of the Street Building Project are shown in this category.

EXPENSES

PUBLIC WORKS

This category was increased due to the Street Department Building Project not being budgeted in this fiscal year.

COMMUNITY & ECONOMIC DEVELOPMENT

The LMI (Low to Moderate Income) Fund will be used to pay the expenses to demolish several houses along with asbestos testing and removal. Due to the work being unforeseen it was not budgeted.

CAPITAL PROJECTS

This category is being amended as a result of the 2020 2nd Street Reconstruction Project not budgeted this fiscal year

TRANSFERS

The amended transfers offset each other and are a result of the 2020 2nd Street Reconstruction Project. The proceeds have been receipted into the Capital Improvement Fund and will be transferred as needed to the project funds.

FINANCIAL IMPLICATIONS: As a result of the amendments, the ending fund balance has been reduced by \$1,790,549. The majority of this reduction is due to cash being used to pay for the two big projects.

RECOMMENDATION: I recommend approving the budget amendments shown on the Public Hearing Notice and resolution.

CITY MANAGER COMMENTS: I concur with the recommendation of the Finance Director.

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2019-2020 CITY BUDGET**

Form 653.C1

The City Council of Webster City in HAMILTON County, Iowa
will meet at all, 400 2nd St (or held via zoom-instruct @ www.webstercit
at 6:05 p.m. on 5/18/2020
(hour) *(Date)*

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2020
(year)

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	1 3,750,743	-283,000	3,467,743
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes	3 3,750,743	-283,000	3,467,743
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 256,752	-69,783	186,969
Other City Taxes	6 897,729	0	897,729
Licenses & Permits	7 124,430	0	124,430
Use of Money and Property	8 700,516	0	700,516
Intergovernmental	9 1,239,650	-171,429	1,068,221
Charges for Services	10 15,723,626	0	15,723,626
Special Assessments	11 0	0	0
Miscellaneous	12 2,184,189	-393,024	1,791,165
Other Financing Sources	13 0	4,100,000	4,100,000
Transfers In	14 4,264,244	3,531,000	7,795,244
Total Revenues and Other Sources	15 29,141,879	6,713,764	35,855,643
Expenditures & Other Financing Uses			
Public Safety	16 2,529,810	0	2,529,810
Public Works	17 1,891,579	1,395,813	3,277,392
Health and Social Services	18 57,235	0	57,235
Culture and Recreation	19 1,817,597	0	1,817,597
Community and Economic Development	20 315,568	46,500	362,068
General Government	21 384,415	0	384,415
Debt Service	22 818,501	0	818,501
Capital Projects	23 1,480,411	3,531,000	5,011,411
Total Government Activities Expenditures	24 9,285,116	4,973,313	14,258,429
Business Type / Enterprises	25 15,893,924	0	15,893,924
Total Gov Activities & Business Expenditures	26 25,179,040	4,973,313	30,152,353
Transfers Out	27 4,264,244	3,531,000	7,795,244
Total Expenditures/Transfers Out	28 29,443,284	8,504,313	37,947,597
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year	29 -301,405	-1,790,549	-2,091,954
Beginning Fund Balance July 1	30 38,559,058	0	38,559,058
Ending Fund Balance June 30	31 38,257,653	-1,790,549	36,467,104

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Reduction in revenue due to COVID-19 impact on property taxes which include TIF Revenue, Federal Grant budgeted will be received FY21. Increased expenses include Street Building Project and the 2020 2nd Street Project that were not part of the FY20 budget

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Dodie Wolfgram, Finance Director
City Clerk/Finance Officer

2019/20 Amendments

TYPE	ACCOUNT #	ACCT DESCRIPTION	ORIGINAL BUDGET	AMENDED AMOUNT	DIFFERENCE	JUSTIFICATION
Revenue	100-10-00-4000-100	General Property Taxes	1,849,421.00	1,586,421.00	(283,000)	Actual revenues projected to be under budget
Revenue	255-11-00-4000-200	TIF Revenues	19,783.00	-	(19,783)	Actual revenues projected to be under budget
Revenue	289-11-00-4000-200	TIF Revenues	65,000.00	15,000.00	(50,000)	Actual revenues projected to be under budget
Revenue	204-15-30-4310-505	Intergovernmental - Road Use Tax Fund	1,000,000.00	938,600.00	(61,400)	Expecting to receive less than budgeted
Revenue	205-15-45-4372-500	Intergovernmental - Federal Grants	110,029.00	-	(110,029)	Airport Project Grant - will drawdown majority FY21
Revenue	100-18-42-4210-710	Miscellaneous-Donations from Private Source	576,024.00	183,000.00	(393,024)	Wilson Park Donations are lower than budget to date
Revenue	500-33-30-4310-930	Proceeds of Long Term Debt	-	4,100,000.00	4,100,000	Bonded for 2nd Street Project & portion of Street Bldg that wasn't budgeted
Revenue	536-31-99-4496-920	Trans In - 2nd Street Project	-	3,531,000.00	3,531,000	Transfer bond proceeds to non-budgeted project fund
TOTAL AMENDED REVENUES					6,713,764	
Expense	100-21-18-5190-299	Pub Works-Other Facility/Improvements	75,487	1,471,300	1,395,813	Contract amount of Street Building
Expense	228-23-36-5391-299	Comm ED-Misc Contractual Svcs	20,000	66,500	46,500	Demolition of houses, asbestos abatement & inspection
Expense	536-23-30-5310-299	Cap Projects-2020 2nd Street	-	3,531,000	3,531,000	2020 2nd Street Reconstruction Project not budgeted
Expense	500-31-99-5496-970	Transfers Out - Capital Improvement	929,000	4,460,000	3,531,000	Transfer bond proceeds to non-budgeted project fund
TOTAL AMENDED EXPENSES					8,504,313	

40-378

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2020 - AMENDMENT #1

To the Auditor of HAMILTON County, Iowa:

The City Council of Webster City in said County/Countries met on 5/18/2020 at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. _____

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Webster City

Section 1. Following notice published 5/7/2020

and the public hearing held, 5/18/2020 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property 1	3,750,743	-283,000	3,467,743
Less: Uncollected Property Taxes-Levy Year 2	0	0	0
Net Current Property Taxes 3	3,750,743	-283,000	3,467,743
Delinquent Property Taxes 4	0	0	0
TIF Revenues 5	256,752	-69,783	186,969
Other City Taxes 6	897,729	0	897,729
Licenses & Permits 7	124,430	0	124,430
Use of Money and Property 8	700,516	0	700,516
Intergovernmental 9	1,239,650	-171,429	1,068,221
Charges for Services 10	15,723,626	0	15,723,626
Special Assessments 11	0	0	0
Miscellaneous 12	2,184,189	-393,024	1,791,165
Other Financing Sources 13	0	4,100,000	4,100,000
Transfers In 14	4,264,244	3,531,000	7,795,244
Total Revenues and Other Sources 15	29,141,879	6,713,764	35,855,643
Expenditures & Other Financing Uses			
Public Safety 16	2,529,810	0	2,529,810
Public Works 17	1,881,579	1,395,813	3,277,392
Health and Social Services 18	57,235	0	57,235
Culture and Recreation 19	1,817,597	0	1,817,597
Community and Economic Development 20	315,568	46,500	362,068
General Government 21	384,415	0	384,415
Debt Service 22	818,501	0	818,501
Capital Projects 23	1,480,411	3,531,000	5,011,411
Total Government Activities Expenditures 24	9,285,116	4,973,313	14,258,429
Business Type / Enterprises 25	15,893,924	0	15,893,924
Total Gov Activities & Business Expenditures 26	25,179,040	4,973,313	30,152,353
Transfers Out 27	4,264,244	3,531,000	7,795,244
Total Expenditures/Transfers Out 28	29,443,284	8,504,313	37,947,597
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29	-301,405	-1,790,549	-2,091,954
Beginning Fund Balance July 1 30	38,559,058	0	38,559,058
Ending Fund Balance June 30 31	38,257,653	-1,790,549	36,467,104

Passed this _____ day of _____
(Day) (Month/Year)

53 of 149 Signature
City Clerk/Finance Officer

Signature
Mayor



MEMORANDUM

TO: City Manager
Mayor and City Council

FROM: Community Vitality Director

DATE: May 18th, 2020

RE: 713 2nd Street Façade Renovation Project

SUMMARY: The 713 2nd Street Façade Renovation Project was bid. The project will consist of repair and replacement of the masonry, windows, and entryways of the building, including an extra allowance for the repair of the stained-glass windows.

PREVIOUS COUNCIL ACTION: The Council set the time for the public hearing at its regular meeting (electronic) on May 4, 2020. The Public Hearing was set for 6:05 P.M. on the 18th day of May, 2020, in said City Council Chambers, (or via electronic means), Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

BACKGROUND/DISCUSSION: The Council approved the contract for ASK Studio to manage the bidding process for contractors and provide administrative oversight to the construction work for the façade restoration of 713 2nd Street. The Advertisement for Bid was posted on April 15th as required, and the pre-bid meeting was held via Zoom on April 22nd.

The Architect’s Opinion of Probable Cost was \$548,513.00. The bid letting was held at 2:00 p.m. on the 4th day of May, 2020 in the City Hall of said City. Four sealed bids were received by the Community Vitality Director. See attached Bid Tabulation Sheet for details.

Architect ASK Studio recommends that the project be awarded to Westbrooke Construction of Urbandale, IA for the base contract price of \$530,950.00 with an additional allowance for the stained-glass restoration in the amount of \$20,000.00, and the following unit prices as needed:

Unit Prices: (as needed above base costs)

Item #1 Removal and replacement of brick unit (per brick)	\$	20.72
Item #2 Repointing brick masonry wall (per sf)	\$	28.56

FINANCIAL IMPLICATIONS: The Iowa Economic Development Authority previously authorized the reuse of the City’s Community Development Block Grant dollars for the Façade Renovation project.

RECOMMENDATION: The 713 2nd Street Façade Renovation Project be completed as described in the plans and specifications and award the contract to Westbrooke Construction, 7207 Douglas Ave, Urbandale, IA for the base bid amount of \$530,950.00 plus stained-glass allowance of \$20,000, and aforementioned unit prices.

Westbrooke Construction, Urbandale, Iowa (Base Contract)	\$	530,950.00
--	----	------------

Allowances: Stained Glass Panel Inspection & Restoration	\$	20,000.00
(Allowance is for this Service to be subcontracted to specialist of this type of work)		

ALTERNATIVES: None offered at this time.

CITY MANAGER COMMENTS: I concur with the recommendation of the Community Vitality Director.



ARCHITECTS SCHIPPER KASTNER

May 13, 2020

Ms. Lindsay Henderson
Community Vitality Director
400 2nd St
PO Box 217
Webster City, Iowa 50595

Re: Elks Lodge Façade Renovation
713 2nd Street
Webster City, Iowa

Dear Ms. Henderson:

Attached is the bid tab results for the Elks Lodge Façade Renovation, 713 2nd St project.

We would recommend award to the apparent responsible low bidder Westbrooke Construction in the amount of \$530,950.00. There were no alternates for the project that would change overall low bidder for the stipulated sum contract amount. The unit prices for additional tuckpointing and additional brick replacement provided by Westbrooke Construction are in line with the unit prices provided by the other bidders. We are aware of 3 historic projects in the Marshalltown area of equal or greater scope that Westbrooke Construction has worked on.

If you have any questions or concerns or require any additional information, please call me at 277.6707.

Thank you.

Respectfully;
Architects Schipper Kastner

A handwritten signature in blue ink, appearing to read "Michael Kastner", written over the typed name.

Michael Kastner AIA

Bidder	Cornerstone Construction	Peterson Construction	Renaissance Restoration	Westbrooke Construction
Bid Security	Yes	Yes	Yes	Yes
Intent to Comply with Section 3 Clause	Yes	Yes	Yes	Yes
Addenda Acknowledged (#1 & #2)	Yes	Yes	Yes	Yes
BASE BID	\$540,000	\$593,700	\$548,600	\$530,950
Unit Price 1; R&R Brick Masonry	\$75.00	\$33.00	\$30.00	\$20.72
Unit Price 2; Pointing Brick Masonry	\$28.00	\$25.00	\$18.00	\$28.56
Schedule Start	May 15, 2020	May 20, 2020	June 1, 2020	June 15, 2020
Schedule Completion	Dec 1, 2020	Dec 1, 2020	Jan 1, 2021	Dec. 15, 2020

RESOLUTION NO. 2020 - _____

**FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS
AND FORM OF CONTRACT AND ESTIMATE OF COST FOR THE
713 2ND STREET FAÇADE RENOVATION PROJECT**

WHEREAS, this City Council has heretofore approved plans, specifications and form of contract for the proposed construction of the 713 2nd Street Façade Renovation Project, as described in the resolution providing for a notice of hearing on proposed plans and specifications and proposed form of contract for such 713 2nd Street Façade Renovation Project and the taking of bids therefor; and

WHEREAS, hearing has been held on objections to the proposed plans, specifications, and form of contract and to the cost of the 713 2nd Street Façade Renovation Project, and no objections were provided.

NOW THEREFORE IT IS RESOLVED by the City Council of Webster City, Iowa, as follows:

That the plans, specifications and form of contract, and estimate of cost referred to in the preamble hereof be and the same are hereby finally approved and the prior action of the City Council approving them is hereby finally confirmed, and the aforementioned public improvement to be constructed in accordance with the plans, specifications and form of contract is necessary and desirable.

Passed and adopted this 18th day of May, 2020.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2020 - _____

**AWARDING CONTRACT FOR THE
713 2ND STREET FAÇADE RENOVATION PROJECT**

WHEREAS, pursuant to notice duly published in the manner and form prescribed by resolution of this City Council and as required by law, bids and proposals were received by this City Council for the 713 2nd Street Façade Renovation Project: and,

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the project.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Webster City, Iowa, as follows:

SECTION 1. The bid for the project submitted by the following contractor is fully responsive to the plans and specifications for the project, heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>NAME AND ADDRESS OF CONTRACTOR</u>	<u>AMOUNT OF BID</u>
Westbrooke Construction, Urbandale, Iowa (Base Contract)	\$ 530,950.00
Allowances: Stained Glass Panel Inspection & Restoration (Allowance is for this Service to be subcontracted to specialist of this type of work)	\$ 20,000.00
Unit Prices: (as needed above base costs)	
Item #1 Removal and replacement of brick unit (per brick)	\$ 20.72
Item #2 Repointing brick masonry wall (per sf)	\$ 28.56

SECTION 2. The contract for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to enter into a written contract with said contractor for the project.

SECTION 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

BE IT FURTHER RESOLVED that said agreement is hereby approved upon being executed by both parties.

Passed and adopted this 18th day of May 2020.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 18 day of May in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Webster City
400 2nd Street
P.O. Box 217
Webster City, Iowa 50595

and the Contractor:
(Name, legal status, address and other information)

Westbrooke Construction
7207 Douglas Ave
Urbandale, Iowa 50322
Telephone Number: (515)278-6197

for the following Project:
(Name, location and detailed description)

Facade Renovation 713 2nd St
713 2nd Street
Webster City, Iowa 50595

The Architect:
(Name, legal status, address and other information)

ASK Studio
3716 Ingersoll Ave., Ste A
Des Moines, Iowa 50312

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: Dec 15, 2020

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be five hundred thirty thousand nine hundred fifty (\$ 530,950.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Stained Glass Panel Inspection and Restoration	\$20,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Item #1 Removal and replacement of brick unit per 01 22 00		\$20.72 per brick \$28.56 per sf
Item #2 Repointing brick masonrywall per 01 22 00		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$200.00 for each calander day for substantial completion beyond December 15, 2020

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The Owner will approve payments at City Council Meetings on the 1st or 3rd Monday of each month and a completed Application for Payment will need to be added to City Council Agenda a min of 7 days prior to City Council Meeting. 7 days prior to City Council meeting shall be the established date for progress payment for times referenced in A201 Article 9.3. Application for Payment shall be submitted 17 days prior to the 1st or 3rd Monday of the month Council Meeting.

§

(Paragraph Deleted)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Int.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

30 days after issuance of a letter of final acceptance by the Owner, subject to any claims on file. Supplementary Conditions 9.10.1.1

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Lindsay Henderson
City Hall
400 2nd Street
P.O. Box 217
Webster City, Iowa 50595
Telephone Number: (515)832-9151

Init.

Mobile Number: (515)835-2210
Email Address: lhenderson@webstercity.com

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Kevin Conway
7207 Douglas Ave.
Urbandale, Iowa 50322
Telephone Number: (515)278-6197

Mobile Number: (515)208-0683
Email Address: kconway@westbrookecc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Section 00 73 00 Supplementary Conditions Article 11 City Insurance Requirements., and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Section 00 , and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 :

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
Refer to attached Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Refer to attached Exhibit B			

- .7 Addenda, if any:

Int.

Number	Date	Pages
Addenda #1	April 20, 2020	pages 1-5
Addenda #2	April 29, 2020	pages 1-10

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
 (Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 0073 00 Supplemental Conditions			

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

 OWNER (Signature)

 CONTRACTOR (Signature)

 (Printed name and title)

 (Printed name and title)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Facade Renovation 713 2nd St
Webster City, Iowa 50595

THE OWNER:

(Name, legal status and address)

City of Webster City
400 2nd St.
P.O. Box 217
Webster City, Iowa 50595

THE ARCHITECT:

(Name, legal status and address)

ASK Studio
3716 Ingersoll Ave, Ste A
Des Moines, Iowa 50312

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and

unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:42:39 ET on 05/05/2020.

PAGE 1

AGREEMENT made as of the 18 day of May in the year 2020

...

City of Webster City
400 2nd Street
P.O. Box 217
Webster City, Iowa 50595

...

Westbrooke Construction
7207 Douglas Ave
Urbandale, Iowa 50322
Telephone Number: (515)278-6197

...

Facade Renovation 713 2nd St
713 2nd Street
Webster City, Iowa 50595

...

ASK Studio
3716 Ingersoll Ave., Ste A
Des Moines, Iowa 50312

PAGE 2

The date of this Agreement.

PAGE 3

By the following date: Dec 15, 2020

400 2nd Street
P.O. Box 217
Webster City, Iowa 50595
Telephone Number: (515)832-9151

Mobile Number: (515)835-2210
Email Address: lhenderson@webstercity.com

PAGE 7

Kevin Conway
7207 Douglas Ave.
Urbandale, Iowa 50322
Telephone Number: (515)278-6197

Mobile Number: (515)208-0683
Email Address: kconway@westbrookecc.com

...

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, Section 00 73 00 Supplementary Conditions Article 11 City Insurance Requirements, and elsewhere in the Contract Documents.~~

...

~~§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, Section 00, and elsewhere in the Contract Documents.~~

...

~~.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~

...

~~.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

Refer to attached Exhibit A

...

Refer to attached Exhibit B

PAGE 8

Addenda #1
Addenda #2

April 20, 2020
April 29, 2020

pages 1-5
pages 1-10

...

Section 0073 00 Supplemental
Conditions

Additions and Deletions Report for AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:43:05 ET on 05/05/2020.

PAGE 1

Facade Renovation 713 2nd St
Webster City, Iowa 50595

...

City of Webster City
400 2nd St.
P.O. Box 217
Webster City, Iowa 50595

...

ASK Studio
3716 Ingersoll Ave, Ste A
Des Moines, Iowa 50312

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael Kastner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:43:05 ET on 05/05/2020 under Order No. 7435472578 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Project Architect

(Title)

May 7, 2020

(Dated)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael Kastner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:21:28 ET on 05/07/2020 under Order No. 7435472578 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal / Project Architect

(Title)

May 7, 2020

(Dated)



City Manager Webster City Ia <citymanager@webstercity.com>

Electricity Rate

Rich/Diana <rjdfstroner@gmail.com>
To: citymanager@webstercity.com

Wed, May 13, 2020 at 4:09 PM

Jeff,

I'm writing to you in regards to the building on Ohio Street that the city lets the Legion use for flag storage and a community monument honoring veterans. Currently we have two spotlights that shine on the flags at night and as we look to expanding the display we'll need to add at least two more. The American Legion pays the electric bill for all of these lights and we'll do that into the future. The reason I'm writing is to ask the city if we could get the base rate of that building removed. The Legion currently pays \$42.50 per month or \$510 per year in base rate to have power run to the building. The Legion is asking that the city consider removing this base rate cost to the building. The Legion will continue to pay for any electricity used by the Avenue of Flags monument. Thank-you for this consideration.

Richard Stroner

American Legion Post 191 Commander
641-780-2814



MEMORANDUM

TO: City Manager
Mayor and City Council

FROM: Planning Director

DATE: May 10, 2020

RE: Setting Public Hearing for entering into a Purchase Agreement for a City-owned parcel on E. Dubuque Street.

SUMMARY: The bid deadline for a parcel formerly addressed as 207 E. Dubuque Street was on April 30th. Lindsay Henderson recently purchased a 10' strip of this parcel due to a shared driveway issue, and now we need to accept the bid and enter into an agreement with the high bidder for the remainder of the parcel. A Public Hearing needs to be set prior to the disposal of this property.

PREVIOUS COUNCIL ACTION: N/A

BACKGROUND/DISCUSSION: The City owns this parcel which had a vacant, dilapidated dwelling on it which we obtained through the Court system. Said dwelling was demolished in December of 2019 as we received no bids on it for rehabilitation which was the City Council's first preference. Lindsay Henderson owns the property to the east of it and purchased a 10' strip of the City property to resolve an issue of a shared driveway. The remaining portion of this parcel has now been offered for sale via sealed bids which were received on April 30th. The high bid was \$3,750.00.

FINANCIAL IMPLICATIONS: The money from this proposed sale will be put in the General Fund.

RECOMMENDATION: Set the Public Hearing for June 1, 2020 at 6:05 p.m. to approve the Purchase Agreement with John Harper, Webster City.

ALTERNATIVES: Council could choose to retain this parcel with justification.

CITY MANAGER COMMENTS: I agree with the recommendation of the Planning Director.

RESOLUTION NO. 2020 - ____

**SETTING TIME AND PLACE FOR A PUBLIC HEARING
ON A PURCHASE AGREEMENT FOR CITY OWNED PROPERTY
LOCATED ON E. DUBUQUE STEET IN WEBSTER CITY, IOWA.**

WHEREAS, the City of Webster City, Iowa, owns certain property described as follows:

South ½ of East ½ of Lot 3; all of Lot 5; West 8 feet of Lot 6; and West 8 feet of South ½ of Lot 8, all in Block "G", East Webster City, Iowa; EXCEPT the East 2.00 feet of the South ½ of Lot 3, the East 2.00 feet of Lot 5, the West 8.00 feet of Lot 6 and the West 8.00 feet of the South ½ of Lot 8, all in Block "G", East Webster City, Hamilton County, Iowa, and is subject to any and all easements, be they of record or not.

WHEREAS, before selling such property, the City Council must set forth its proposal and publish notice of a public hearing on the proposal, in compliance with Section 364.7 of the Code of Iowa; and,

WHEREAS, it is proposed by the City Council to enter into a Purchase Agreement with John Harper, Webster City, Iowa.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that a Public Hearing for entering into a Purchase Agreement for said property described above will be held in the Council Chambers on the 1st day of June, 2020, at 6:05 P.M., and that the City Clerk is directed to publish notice as required by law.

Passed and adopted this 18th day of May, 2020.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

NOTICE

Public Notice is hereby given that the City Council of the City of Webster City, Iowa, will meet in a regular session at the Council Chambers, on the 1st day of June, 2020, at 6:05 p.m., at which meeting the Council will consider a proposed Purchase Agreement for a parcel of real estate owned by the City of Webster City, Iowa, on East Dubuque Street and described as follows:

South ½ of East ½ of Lot 3; all of Lot 5; West 8 feet of Lot 6; and West 8 feet of South ½ of Lot 8, all in Block "G", East Webster City, Iowa; EXCEPT the East 2.00 feet of the South ½ of Lot 3, the East 2.00 feet of Lot 5, the West 8.00 feet of Lot 6 and the West 8.00 feet of the South ½ of Lot 8, all in Block "G", East Webster City, Hamilton County, Iowa, and is subject to any and all easements, be they of record or not.

At the above time and date the Council proposes to sell the above described parcel to John Harper, Webster City, Iowa.

The Public Hearing on this disposal will be held at the time and place stated above at which time written and oral objections will be heard. Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, this meeting of the City Council may be conducted electronically, pursuant to Iowa Code Section 21.8 as holding the meeting in person is impossible or impractical. Interested persons may attend or participate in the meeting electronically. Log-in/access information will be indicated on the published City Council Agenda. The agenda may be viewed on the City of Webster City webpage, www.webstercity.com.

CITY OF WEBSTER CITY

Karyl K. Bonjour, City Clerk



MEMORANDUM

TO: D. Jeffrey Sheridan, City Manager
Mayor and City Council

FROM: Ken Wetzler, Public Works Director

DATE: May 13, 2020

RE: Snyder & Associates On-Call Agreement Amendment #13 for Bridge Inspection Services

SUMMARY: February 6, 2017 Council approved an agreement with Snyder & Associates to perform On-Call Paving Engineering. Amendment No. 13 to said agreement is attached. Said Amendment No. 13 provides for Bridge Inspection Services with Snyder & Associates for the term of one year.

PREVIOUS COUNCIL ACTION: The Council approved an Agreement with the engineer to provide these On-Call Paving Specialist services on February 6, 2017. The Council also previously approved Amendments #1 thru #12 for ongoing construction projects.

BACKGROUND/DISCUSSION: Amendment No. 13 sets out to provide for the routine inspection, and applicable filed reports, of five (5) of our twelve (12) Federal Highway Administration (FHWA) Bridges. Bridge Inspections are necessary to ensure our Bridges are in a safe structural condition for vehicles and pedestrians. Bridge Inspections are performed by an engineer qualified under current FHWA and Iowa DOT requirements. The five (5) bridges to be inspected are:

FHWA# 012261, E. Ohio Street over Brewer Creek
FHWA# 26350, Overpass Drive over CCRR
FHWA# 26370, 2nd Street over Boone River
FHWA# 26381, 2nd Street over Lyon Creek
FHWA# 26470, Superior Street over Brewers Creek

FINANCIAL IMPLICATIONS: This amendment does increase current spending obligations by a not to exceed amount of \$1,530.00 (\$306.00 per bridge) this year.

RECOMMENDATION: Council approve Amendment No. 13 to provide for Bridge Inspection Services with Snyder & Associates for the term of one year.

ALTERNATIVES: Not perform Bridge Inspections and thus, lose Federal and State Funding.

CITY MANAGER COMMENTS: I concur with the recommendation of the Public Works Director.

RESOLUTION NO. 2020 – ____

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AMENDMENT NO. 13 TO THE ON-CALL ENGINEERING SERVICES AGREEMENT
WITH SNYDER & ASSOCIATES, INC., ANKENY, IOWA
PROVIDING FOR BRIDGE INSPECTION SERVICES**

WHEREAS, on February 6, 2017, the City of Webster City did enter into an On-Call Services Agreement with Snyder & Associates, Inc., Ankeny, Iowa; and,

WHEREAS, the City of Webster City has an ongoing Bridge Inspection Program for inspection of the City of Webster City's twelve (12) bridges, and

WHEREAS, the On-Call Agreement Amendment No. 13 has been prepared to provide for the routine inspection of five (5) of the twelve (12) bridges; and,

WHEREAS, the City Council of the City of Webster City, and City Staff have reviewed said On-Call Agreement Amendment No. 13.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Webster City, Iowa that On-Call Agreement Amendment No. 13 with Snyder & Associates, Inc., Ankeny, Iowa, as described above and attached hereto is hereby approved.

BE IT FURTHER RESOLVED that said On-Call Agreement Amendment No. 13 is hereby approved upon being executed by both parties.

Passed and adopted this 18th day of May, 2020.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

WEBSTER CITY, IOWA
AMENDMENT No. 13 TO THE
AGREEMENT FOR PROFESSIONAL SERVICES FOR THE
ON-CALL STREET PAVING SPECIALIST

This Amendment to the Agreement for Engineering Services is made and entered into on the date hereinafter stated under City's signature, between the City of Webster City ("City"), Iowa, and Snyder & Associates, Inc. ("Professional").

For work on the On-Call Street Paving Specialist, the parties agree as follows:

1. **Engagement.** The City hereby engages the Professional to perform work necessary to provide all services as described in the Scope of Work in connection with this Amendment to the Contract.
2. **Scope of Work.** The Professional shall perform in a competent and professional manner, the Scope of Work as set forth in **Exhibit "A"** attached hereto and by reference incorporated herein.
3. **Completion.** The Professional shall commence work immediately upon receipt of a written notice from the City and complete the Scope of Work in an expeditious and professional manner as set forth in **Exhibit "B"** attached hereto and by reference incorporated herein.
4. **Payment.** The prices for work performed by the Professional on this Amendment shall not exceed those prices as set forth in **Exhibit "C"** attached hereto and by reference incorporated herein.
5. **Fee Schedule.** Billing rates for work performed under this agreement shall be in accordance with **Exhibit "D"**.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Amendment to the Agreement. All provisions of the Agreement shall remain in full force and effect.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

Dated: April 20, 2020

SNYDER & ASSOCIATES, INC.

EXHIBIT "A"

SCOPE OF WORK

2020 Bridge Inspections

I. GENERAL

- A. This Scope of Services is for the routine inspection of 5 bridges. Inspection to be performed by an engineer qualified under current FHWA and Iowa DOT requirements.
- FHWA# 012261, E. Ohio Street over Brewer Creek
 - FHWA# 26350, Overpass Drive over CCRR
 - FHWA# 26370, 2nd Street over Boone River
 - FHWA# 26381, 2nd Street over Lyon Creek
 - FHWA# 26470, Superior Street over Brewers Creek
- B. Updating of Iowa DOT SIIMS system, with a copy of the inspection report for the City. Bridges will have the following information updated in SIIMS:
- Upload photos showing roadway and side views, and major problem areas (if any).
 - Update field data collection forms for deck, superstructure, substructure, channel or culvert.
 - Update SI&A fields.
 - Input channel cross sections.
 - Complete load rating evaluation form.
 - Complete critical finding form, if required.
- C. City will be provided a printed copy of the inspection reports and an electronic copy in PDF format.
- D. Provide a general summary listing identifying deficiencies and recommended maintenance/repairs.
- E. (1) load rating for concrete culvert - FHWA# 26470, Superior Street over Brewers Creek

Assumptions:

- Bridge inspection program will conform to the requirements of Iowa DOT Instructional Memorandum 7.020 and the AASHTO Manual for the Bridge Evaluation, current editions.
- City will provide a list of replacements/repairs since the last inspection and information on the type of work performed.
- City will provide plans for the member size/geometry information for structures rebuilt or constructed new since the last inspection.
- Material in files, prepared by others, will be relied upon as accurate, including field measurements.
- Services shall be performed in accordance with the standard of professional practice ordinarily exercised by similar professionals at the time and in the locality where the work is performed.

II. ADDITIONAL SERVICES:

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which the Professional could perform upon request.

- A. Load rating calculations; no work is anticipated for this item in this inspection cycle, except for (1) load rating above.
- B. Scour and unknown foundation worksheets; no work is anticipated for this item in this inspection cycle.
- C. Element level inspection.
- D. Snooper truck or special access equipment
- E. Traffic control

All work is on an "as needed" basis and work on each project shall be as directed by the City. Costs for each project assigned shall be negotiated as 'lump sum,' 'not to exceed,' or performed on a 'time and materials' basis, as mutually agreed and detailed in Exhibit "C."

Responsible persons assigned to this Project shall be:

City – Matt Alcazar
Professional – Craig German

EXHIBIT "B"

COMPLETION

Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City, and shall complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The anticipated schedule for the Project is as follows:

<u>Task</u>	<u>Completion Date</u>
Complete 5 field bridge inspections	August, 2020
Iowa DOT SIIMS data reports complete	November 2020
Inspection reports delivered to the City by	December, 2020
Review Meeting with City and SBI	December, 2020

Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required by the City for review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

All other incidental completion dates required to complete work under this Agreement shall be adhered to as stipulated.

EXHIBIT "C"

PAYMENT

COMPENSATION

Below is a table summarizing the Professional's fees for the scope of services outlined in this Exhibit "A". Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional's 2020-2021 Standard Fee Schedule contained in Exhibit "D" of this Amendment No. 13 to the Agreement for Professional Services.

BASIC SERVICES

5 Physical Field Bridge Inspections	\$700.00
Inspection Reports / SIIMS Data Entry	\$380.00
Load Rating - FHWA# 26470	\$450.00
Subtotal	\$1,530.00
Amendment No. 13 Total	\$1,530.00

EXHIBIT "D"

SNYDER & ASSOCIATES, INC. 2020-21 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$214.00 /hour
Principal I	\$203.00 /hour
Senior	\$182.00 /hour
VIII	\$169.00 /hour
VII	\$160.00 /hour
VI	\$152.00 /hour
V	\$142.00 /hour
IV	\$132.00 /hour
III	\$120.00 /hour
II	\$109.00 /hour
I	\$96.00 /hour
Technical	
<i>CADD, Survey, Construction Observation</i>	
Lead	\$129.00 /hour
Senior	\$123.00 /hour
VIII	\$115.00 /hour
VII	\$106.00 /hour
VI	\$95.00 /hour
V	\$85.00 /hour
IV	\$78.00 /hour
III	\$66.00 /hour
II	\$58.00 /hour
I	\$50.00 /hour
Administrative	
II	\$66.00 /hour
I	\$54.00 /hour
Reimbursables	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>



MEMORANDUM

TO: D. Jeffrey Sheridan, City Manager
Ken Wetzler, Public Works Director
Mayor and Council

FROM: Matt Alcazar, Engineering Tech/Project Coordinator

DATE: May 7, 2020

RE: Change Order No. 1, 2020 Street Department Maintenance Building Project

SUMMARY: This Change Order consists of adding steel liner panel along the back wall, it also offers to replace the plywood sheathing for a liner panel at the face of the office and the equipment room for a cost of \$9,965 for the 2020 Street Department Maintenance Building Project.

PREVIOUS COUNCIL ACTION: The project was approved and contract awarded to Jensen Builders LLC., Fort Dodge, Iowa on March 2, 2020 by the City Council.

BACKGROUND/DISCUSSION: Approving the Change Order will allow us to provide the benefits of long-term durability, improved aesthetics, and for the ability to clean the walls.

Original contract with Jensen Builders LLC., Fort Dodge, Iowa	\$ 1,322,300.00
Change Order No. 1 Increase - Work requested amounts	<u>\$ 9,965.00</u>
Revised Contract price	\$ 1,332,265.00

FINANCIAL IMPLICATIONS: Funding for the project is from Road Use Tax revenue bonds and Electric interfund loan to be refunded by water and sewer funds for related portions of the project costs.

RECOMMENDATION: Staff recommends approving Change Order No. 1 per the attached Resolution for the revised contract price of \$1,332,265.00.

ALTERNATIVES: The City Council could choose to not to approve the Change Order.

PUBLIC WORKS DIRECTOR: Recommend Council approve Change Order No. 1 in the amount of \$9,965.00.

CITY MANAGER COMMENTS: I concur with the recommendations of the Engineering Tech/Project Coordinator and the Public Works Director.

RESOLUTION NO. 2020 - _____

**APPROVING CHANGE ORDER NO. 1 TO THE
2020 STREET DEPARTMENT MAINTENANCE BUILDING PROJECT
WITH JENSEN BUILDERS LLC., FORT DODGE, IOWA**

WHEREAS, on March 2, 2020, the City Council of the City of Webster City, Iowa, did enter into a contract with Jensen Builders, LLC., Fort Dodge, Iowa, for completion of the 2020 Street Department Maintenance Building Project, and

WHEREAS, contract Change Order No. 1 has been prepared as follows:

The following items are hereby added to the contract previously approved by the City Council:

By virtue of such changes in the Contract, the following revisions shall be made in the Contract price:

Original Contract Price	\$1,322,300.00
Contract Price Increase by Change Order No. 1.....	\$ <u>9,965.00</u>
Revised Contract Price.....	\$1,332,265.00

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that Change Order No. 1 to the 2020 Street Department Maintenance Building Project contract with Jensen Builders LLC., Fort Dodge, Iowa, as described above and attached hereto is hereby approved.

Passed and adopted this 18th day of May, 2020.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



May 5, 2020

Matt Alcazar
City of Webster City
400 East Second Street
Webster City, Iowa 50595

RE: 2020 STREET DEPARTMENT MAINTENANCE BUILDING PROJECT
CHANGE REQUEST 1 RECOMMENDATION

Dear Matt:

Change Request #1 offers adding a steel liner panel along the back wall, it also offers to replace the plywood sheathing for a liner panel at the face of the office and the equipment room for a cost of \$9,965.

Shuck-Britson Inc. recommends that the City of Webster City accept Change Request #1 to provide the benefits of long term durability, improved aesthetics, and for the ability to clean the walls.

Feel free to contact us if you have any questions.

Respectfully,

SHUCK-BRITSON, INC.

A handwritten signature in blue ink that reads 'Tyler VonWeihe'.

Tyler VonWeihe, P.E.
Project Manager

cc: Ken Wetzler
Brandon Bahrenfuss
Paul Jacobson, P.E.

Enclosure: 20-051 CR 001 Revised - Added Wall Liner Panel



DESIGN-BUILD GENERAL CONTRACTOR

1175 S 32nd Street • Fort Dodge, IA 50501 • Phone (515) 573-3292 • Fax (515) 573-5146
2097 NE 80th Avenue • Des Moines, IA 50313 • Phone (515) 292-5000 • Fax (515) 292-5100

Change Request

To: Shuck-Britson
2409 Grand Ave
Des Moines, IA 50312
Ph: 515-243-4477

Number: 1
Date: 4/3/20
Job: 20-051 2020 St Dept Maint - Webster
Phone:

Description: Added Wall Liner Panel

We are pleased to offer the following specifications and pricing to make the following changes:

Additional costs associated with adding 8' tall liner panel along gridline A, from gridlines 2 toward gridline 10, terminating at intersection with equipment room 09.

Additional costs associated with omitting plywood liner and adding 11' tall liner panel on shop side of walls outside of office area (gridline 2), and on exterior surfaces of Equipment Room 09

Omit Plywood Labor - (\$795)
Omit Plywood Materials - (\$514)

Add Liner Panel Labor - \$3,168
Add Liner Panel Materials - \$6,720

GC OH&P - \$1,287
Bonds - \$99

The total amount to provide this work is **\$9,965.00**

If you have any questions, please contact me at (515)573-3292.

Submitted by: Steve Ahlers
JENSEN BUILDERS LTD

Approved by: _____
Date: _____

Memorandum

To: Honorable Mayor John Hawkins, City of Webster City
City Council, City of Webster City
Jeff Sheridan, City Manager, City of Webster City
Dodie Wolfgram, Finance Director, City of Webster City

From: Michael Maloney, Senior Vice President – D.A. Davidson & Co.
Telephone: 515.471.2723 Email: mmaloney@dadco.com

Date: Tuesday, May 12, 2020 Page 1 of 1

Re: Municipal Electric Utility Follow-up

The purpose of this correspondence is to provide information related to follow-up considerations for the City's Municipal Electric Utility.

As part of the City's budget and utility review process, a key recommendation was for the City to engage a consulting engineer to assist with a detailed review of the electric utility's rates and charges as well as an evaluation of assets, operating expenditures and capital needs. This work is consistent with City Manager Sheridan's efforts to evaluate all of the City's utility funds.

Electric utilities are dependent on outside generation and transmission assets and partnerships unlike water and sewer entities that typically rely upon internal, wholly City-owned and operated assets to provide service (local treatment plants). These electric partnerships are unique and complex, where outside expertise is typically necessary to best evaluate both challenges and opportunities for a given system.

City staff has discussed potential scope of this type of analysis with DGR Engineering, a firm that works with many of the municipal electric utilities in Iowa, including several of the NIMECA members. They have a strong understanding of Corn Belt and would be well positioned to assist the City in evaluating options.

At this time, staff is suggesting the City Council consider establishing an Electric Utility Committee to allow for the City to have a designated team to focus specifically on the utility. Initially, this would include the review and recommendation of a potential agreement with DGR at an upcoming Council meeting.

In the near-to-mid-term, the goal of this Committee will be to review rates and charges of the system as well as capital needs to bring feedback to the larger Council group in the coming months. This will work in concert with the scoping of the analysis developed with DGR.

Suggested composition of this Committee would include the Mayor and another Council member to be determined, as well as the City Manager, Finance Director, Community Vitality Director and Electric Utility Supervisor. This group would be able to approach these considerations with several unique perspectives ranging from financial to business relations to electric operations. Future composition (additional individuals) may be reconsidered once the initial analysis and feedback has been completed/delivered in the coming months.

Staff recommendation would be to establish this committee with a plan to hold an initial meeting prior to the June 1st Council meeting and report back to Council with recommendations.

Employees are expected to use caution throughout the course of their work duties and personal daily activities to reduce the risk of contracting and transmitting contagious diseases, such as COVID-19.

Please remember to practice the following – (public safety guidelines may differ, please follow guidelines established by Chief)

- Complete pre-screening process each day before you report to work and turn in your form to your supervisor when you arrive at work daily.
- Business travel is limited to **essential** travel only, your supervisor or director will determine if travel is essential.
- Convert meetings/contact with citizens and other departments to telephone or video whenever possible.
- Practice social distancing.
- In situation where you can't social distance employees need to wear a mask.
- Both social distancing and wearing a mask is encouraged if possible. Each department has a supply of masks; however, employees can wear their own mask if they choose.
- Avoid large gatherings of **more than 10 people**.
- Do not use other people's phones or computers.
- Disinfect all common areas and devices after use.

Please continue to take reasonable precautionary measures to limit personal travel to **essential** travel only to minimize your risk for exposure to COVID-19 for your health and well-being, as well as for your family, workplace and our entire community.

At this point all out of state non-essential travel will continue to have a 14-day isolation period upon return, vacation, comp will need to be used for this time.

While the Governor has continued to lift some COVID-19 restrictions, employees are still expected to use caution throughout the course of their personal daily activities, including travel, to reduce the risk of contracting and transmitting contagious diseases. Employees are expected to limit activities outside of their home, stay home as much as possible, practice social distancing, avoid large gatherings of more than ten (10) and avoid traveling to counties that have been identified as "Hotspots" by IDPH."

While in state travel is allowed, the guidelines listed above need to be followed - please note that if they are not a 14-day isolation period may be necessary. Vacation or comp will need to be used for this time.

Employees who have a family member living with them that starts experiencing symptoms of COVID-19 and a medical professional suspects COVID-19 and orders

the family member to be tested, then the employee shall stay home and self-isolate until one of the following occurs:

- 1) If the test result is negative, the employee returns to work.
- 2) If the test result is positive for COVID-19, the employee must self-isolate for fourteen (14) days.

Employees who are sick must stay home. If illness develops after the work day begins, employees are expected to go home, use sick leave and not return until all of the following have been met:

- At least 7 days have passed since symptoms first appeared.
- Have been fever free for 72 hours, without the use of any fever or symptom reducing medicine.
- All other symptoms have improved.

If an employee is experiencing respiratory illness symptoms, such as fever, cough, and/or shortness of breath they are expected to leave work, go home and call their family physician for medical advice. If an employee is identified as positive for COVID-19, they are expected to self-isolate at home for the duration of treatment and recovery from symptoms for a period of at least 14 days, as recommended by the IDPH and CDC.

- Affected employees are not expected to return to work until after the 14-day time period since symptoms first appeared, with no fever or symptoms for at least 72 hours (without the use of any fever reducing medicine) and symptoms have improved.

Families First Coronavirus Response Act and the Expanded Paid Sick Leave will be provided as addressed in the Amended Leave Policy.

- At this point we are temporarily lifting the requirement for a doctor's release for an absence of three or more continuous days due to illness
- Employees that can work from home and are not sick are expected to work from home during self-isolation period.

Employees who are obligated to care for immediate family members, children or elderly, due to closures in the community (i.e. schools, child and adult daycares) because of the COVID-19 pandemic may use any form of paid leave they would like during this time period, to include vacation, personal holiday, comp time, family sick leave, per City policy or as specified in a collective bargaining agreement.

Families First Coronavirus Response Act and the Expanded Paid Sick Leave will be provided as addressed in the Amended Leave Policy.

<https://idph.iowa.gov/Emerging-Health-Issues/Novel-Coronavirus>

<https://www.hamiltoncountypublichealth.com/coronavirus>

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Street, Line & Public Grounds

Effective Monday, May 18, 2020 all staff, including season staff for Public Grounds, will return and work in teams on a staggered schedule. These are departments that work outside and can stay in teams to accomplish most of work. If there is a large event and they have to come together to work they are to practice all social distancing skills and use appropriate PPE to reduce any exposure risk to the other team as much as possible.

Team #1 - Start at 6:30, Lunch 11:30 - 12:30, End at 3:30

Team #2 - Start at 7:00, Lunch Noon - 1:00, End at 4:00

Break-times will be in your team, not together and disinfecting processes will need to be in full force.

Water & Wastewater Plants – Effective Monday, May 18, 2020

Teams are to remain at assigned plant to limit exposure as much as possible. Break-times will not be taken together and disinfecting processes will need to be in full force. If either team has an exposure and team has to isolate, members from the other team with the appropriate licenses will have to move to the other plant.

Team #1 – Water Plant

Tim Danielson - W3, WW3, WD2

Todd Chambers – W3, WD3

George Johnston – W2, WD3

Jeff Jackson – WW1, W2, WWLab

Team #2 Wastewater Plant

Nick Knowles - W 4, WW3, WD3, WWLab

Chad Dingman – WW3, W2, WD3

John West – WW2

Police Department Dispatch

Will remain on the 7 day on, 7 day off team schedule at this point, will re-evaluate prior to June 1, 2020.

Recreation

Will continue on rotation, will re-evaluate prior to June 1, 2020.

Administration Offices

Will continue on rotation, with individuals working from home on their “out of the office rotation”, will re-evaluate prior to June 1, 2020.

At this point all departments and buildings will remain closed to the public, it is advised that this be the last phase and be based on the circumstances at that time.



MEMORANDUM

TO: Mayor, City Council
FROM: D. Jeffrey Sheridan, City Manager
DATE: May 15, 2020
RE: Parks re-opening plan

After consulting with staff, the following is our recommendation for the Parks & Recreation facilities re-opening;

- All City Parks will re-open at noon on Tuesday, May 19th.
- Consistent with the Governor's Proclamation(s) all Parks' Playgrounds will remain closed until further notice.
- The Restrooms in Brewer Creek Park and West Twin Park will remain closed until further notice.
- Consistent with the Governor's Proclamation(s) the Skate Park in East Twin Park will remain closed until further notice.
- There will be no Park Shelter rentals until further notice.
- The decision on the opening of the outdoor pool will not be made until at least June 1st.
- As you may know, City staff has taken the opportunity provided by the closure of Fuller Hall to complete painting and other much needed maintenance that could not have been done while the facility was open. That work is expected to be completed by sometime in early June. At that time, we will begin by re-opening the workout room for adults only and in a limited number at a time. After that, if circumstances allow, the rest of the facility will be re-opened, most likely at a reduced capacity.

ELECTRIC REPORT FOR THE MONTH OF APRIL 2020

(Production Month-March 2020; Billing Month (Due) - April 2020)

	<u>MONTH</u> April	<u>Year to</u> Date 2020	<u>MONTH</u> April	<u>Year to</u> Date 2019
TOTAL PURCHASED POWER K.W.	8,163,009	34,716,687	8,702,571	35,729,680
Gross K.W. Generated For Maint. For Corn Belt	0 0	29,610 0	0 46,020	0 46,020
Station Power K.W.	21,487	88,660	23,391	120,865
NET K.W.TO BOARD	8,141,522	34,628,027	8,679,180	35,608,815
Billed by Clerk's Office to Customers K.W:				
Commercial Sales	1,845,083	8,322,017	1,987,104	8,604,707
Industrial Sales	2,535,419	9,841,386	2,575,765	9,943,455
Residential Sales	2,228,837	10,140,069	2,133,813	10,557,246
Sales for Resale-Wholesale	586,800	2,835,200	646,700	2,798,500
City Departments & Street Lights	408,863	1,844,285	453,227	1,933,095
KILOWATTS UNACCOUNTED	536,520	1,645,070	882,571	1,771,812
Percentage of Unaccounted for	6.59%	4.75%	10.17%	4.98%

LOAD COMPARISON	<u>2020</u>	<u>2019</u>
Peak K.W. Demand	17,058	16,678
Purchased Power	8,163,009	8,702,571
Net to Board	8,141,522	8,679,180

REMARKS:

WASTEWATER TREATMENT PLANT REPORT FOR THE MONTH OF APRIL 2020

	MONTH April	Year to Date 2020	MONTH April	Year to Date 2019	
Total gallons flow	49,166,000	205,498,000	65,350,000	209,737,000	gal
Average daily flow	1,638,666		2,175,566		gal/da
Percentage treated	100		100		%
Total gallons raw sludge	146,818	549,363	135,959	435,453	gal
Total gallons digested sludge out	0		0		gal
Total gallons sludge transferred to storage tank	119,380		141,000		gal
Total gallons supernatant returned	81,492		100,000		gal
Methane gas produced	174,300		174,173		cu.ft.
Average effluent CBOD (25 mg/l aver. 40 mg/l max.)	7.85		12.5		mg/l
Number of days max. limit was exceeded	0		0		da
Average % removal	96.4		94.8		%
Average effluent suspended solids (30 mg/l aver. 45 mg/l max.)	8.44		9.1		mg/l
Number of days max. limit was exceeded	0		0		da
Average percent removal	95.8		97.3		%
Average effluent ammonia nitrogen "April" (2.1 mg/l average, 15.7 mg/l max. limitation)	0.385		0.25		mg/l
Number of days max. limit was exceeded	0		0		da

WATER PLANT REPORT FOR THE MONTH OF APRIL 2020

(Production Month- March 2020 Billing Month (Due) - April 2020)

	MONTH April	Year to Date 2020	MONTH April	Year to Date 2019
Total Gallons Pumped from Wells	23,078,000	90,529,000	24,432,000	85,770,000
Average Gallons Pumped	(769,266)		(814,400)	
Gallons for Sludge	68,150	188,000	61,100	169,200
Total Gallons to Water Plant	23,009,850	90,341,000	24,370,900	85,600,800
Gallons to Distribution System From From Water Plant (Effluent reading)	24,950,000	95,799,000	27,682,000	96,578,000
TOTAL TO SYSTEM - CUBIC FEET	3,335,330	12,806,463	3,700,545	12,910,600
Billed by Clerk's Office to Customers Cubic Feet	2,320,700	9,161,900	2,218,100	8,783,300
Billed by City Departments Cubic Feet	140,400	502,800	179,800	403,400
Used by City Departments, but not billed-estimated Cubic Feet				
Fire	0	0	0	0
Meter	0	0	0	0
Sew. Disp.	0	0	0	0
Street,Water,SewerDistribution,Line Est <i>(main breaks,hydrant flush,sewer, valve rpr,w.tower, line dept</i>	13,368	138,974	73,238	345,465
Water Plant filter backwash	127,050	508,200	127,050	508,200
Ground storage tank loss				
Recreation-Drink.Fount.	0	0	0	0
Cemetery	0	0	0	0
Change in Distribution System	0	0	0	0
Used by Contractor	0	0	0	0
CUBIC FEET UNACCOUNTED FOR	733,812	2,494,589	1,102,357	2,870,235
Percentage of Unaccounted for	22.00%	19.48%	29.79%	22.23%

NOTE: 29 loads of lime sludge
hailed to farm ground

NOTE: 26 loads of lime sludge
hailed to farm ground

REMARKS:
139 of 149

**CITY OF WEBSTER CITY, IOWA - UTILITY REPORT
ELECTRIC UTILITY PURCHASES & SALES - 2020**

Purch. Power Period	Billing Month (Due)	Month Purch.Power kWh	Pur Pwr lessStaPwr = Net to Board kWh	Month Billed KWh less StaPwr	Col D Net to Board		Month Unaccounted For %	Yr To Date Purch.Power less sta pwrkWh	Yr To Date Billed & SPwr kWh	Yr To Date Unaccounted kWh	Yr To Date Unaccounted For %
					Mo Unaccountec For	Mo billed					
Dec	Jan 2020	9,094,812	9,076,434	8,870,578	205,856		2.27%	9,076,434	8,870,578	205,856	2.27%
Jan	Feb 2020	9,196,568	9,171,752	8,819,809	351,943		3.84%	18,248,186	17,690,387	557,799	3.06%
Feb	Mar 2020	8,262,298	8,238,319	7,687,568	550,751		6.69%	26,486,505	25,377,955	1,108,550	4.19%
Mar	Apr 2020	8,163,009	8,141,522	7,605,002	536,520		6.59%	34,628,027	32,982,957	1,645,070	4.75%
Apr	May 2020										
May	Jun 2020										
Jun	Jul 2020										
July	Aug 2020										
Aug	Sep 2020										
Sep	Oct 2020										
Oct	Nov 2020										
Nov	Dec 2020										
TOTALS		34,716,687	34,628,027	32,982,957	1,645,070						

Billings

By Type of Serv-kWh	Commercial	Industrial	City Depts & Street Lights	Residential	Wholesale	Station Power-N/C	Billed & Sta. Pwr Total	Previous Year Bill&Sta.Pwr Tot
Jan 2020	2,232,709	2,429,255	509,686	2,853,028	845,900	18,378	8,888,956	8,494,312
Feb 2020	2,192,617	2,631,412	480,916	2,762,664	752,200	24,816	8,844,625	9,499,716
Mar 2020	2,051,608	2,245,300	444,820	2,295,540	650,300	23,979	7,711,547	8,143,850
Apr 2020	1,845,083	2,535,419	408,863	2,228,837	586,800	21,487	7,626,489	7,820,000
May 2020								
Jun 2020								
July 2020								
Aug 2020								
Sep 2020								
Oct 2020								
Nov 2020								
Dec 2020								
TOTALS	8,322,017	9,841,386	1,844,285	10,140,069	2,835,200	88,660	33,071,617	33,957,878

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. & St. Light Sales	Residential Sales	Wholesale Sales	Station Power	TOTAL SALES	PREVIOUS YEAR
Jan 2020	\$261,181.61	\$207,916.57	\$51,937.47	\$366,235.46	\$76,776.60	N/C	\$964,047.71	\$957,971.18
Feb 2020	\$257,023.58	\$250,460.38	\$49,498.70	\$357,250.02	\$72,848.91	N/C	\$987,081.59	\$1,007,360.53
Mar 2020	\$244,102.48	\$224,974.97	\$46,656.07	\$313,465.16	\$67,271.75	N/C	\$896,470.43	\$882,252.67
Apr 2020	\$224,671.85	\$245,467.06	\$42,584.86	\$307,448.14	\$57,669.72	N/C	\$877,841.63	\$875,351.39
May 2020								
Jun 2020								
July 2020								
Aug 2020								
Sep 2020								
Oct 2020								
Nov 2020								
Dec 2020								
TOTALS	\$986,979.52	\$928,818.98	\$190,677.10	\$1,344,398.78	\$274,566.98		\$3,725,441.36	\$3,722,935.77

Number of Customers	Commercial	Industrial	City Depts & St. Lights	Residential	Wholesale	Total	Previous Year
Jan 2020	523	8	45	3,862	3	4,441	4,409
Feb 2020	520	8	45	3,850	3	4,426	4,410
Mar 2020	520	8	45	3,884	3	4,460	4,404
Apr 2020	520	8	50	3,888	3	4,469	4,437
May 2020							
Jun 2020							
July 2020							
Aug 2020							
Sep 2020							
Oct 2020							
Nov 2020							
Dec 2020							

WATER UTILITY PRODUCTION SALES & USAGE 2019

Prod Mo.	Billing Month (Due)	Month to Distribution System C/F	Month Billed & Unbilled Usage C/F	Month Unaccounted For C/F	Month Unaccounted For %	Yr to Date To Distribution System C/F	Yr to Date Billed & Unbilled C/F	Yr To Date Unaccounted For C/F	Yr To Date Unaccounted For %
Dec	Jan 2020	3,201,248	2,720,638	480,610	15.01%	3,201,248	2,720,638	480,610	15.01%
Jan	Feb 2020	3,223,038	2,535,719	687,319	21.33%	6,424,286	5,256,357	1,167,929	18.18%
Feb	Mar 2020	3,046,847	2,453,999	592,848	19.46%	9,471,133	7,710,356	1,760,777	18.59%
Mar	Apr 2020	3,335,330	2,601,518	733,812	22.00%	12,806,463	10,311,874	2,494,589	19.48%
Apr	May 2020								
May	Jun 2020								
June	July 2020								
July	Aug 2020								
Aug	Sep 2020								
Sep	Oct 2020								
Oct	Nov 2020								
Nov	Dec 2020								

TOTALS 12,806,463 10,311,874 2,494,589

By Type of Service-C/F	Used by City Dep i.e. water breaks flush, etc.					Total	Previous Year	Previous Year Produced
	Commercial	Industrial	City Depts.	Residential	Not metered			
Jan 2020	710,500	408,600	126,000	1,301,700	173,838	2,720,638	2,791,049	3,021,849
Feb 2020	665,200	368,100	110,400	1,251,200	140,819	2,535,719	2,463,210	3,104,330
Mar 2020	689,600	315,100	126,000	1,131,200	192,099	2,453,999	2,187,918	3,083,877
Apr 2020	619,100	444,500	140,400	1,257,100	140,418	2,601,518	2,598,188	3,700,545
May 2020								
Jun 2020								
July 2020								
Aug 2020								
Sep 2020								
Oct 2020								
Nov 2020								
Dec 2020								

TOTALS 2,684,400 1,536,300 502,800 4,941,200 647,174 10,311,874 10,040,365 12,910,601

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. Sales	Residential Sales	City Depts Not Sold	TOTAL SALES	PREVIOUS YEAR
Jan 2020	\$32,707.58	\$13,919.32	\$4,596.40	\$98,605.46	N/C	\$149,828.76	\$ 145,015.83
Feb 2020	\$31,227.04	\$12,705.97	\$4,090.18	\$95,392.41	N/C	\$143,415.60	\$ 141,314.24
Mar 2020	\$32,293.75	\$11,051.57	\$4,557.10	\$89,874.36	N/C	\$137,776.78	\$ 129,265.34
Apr 2020	\$30,029.27	\$15,084.95	\$4,950.64	\$96,365.65	N/C	\$146,410.51	\$ 141,828.25
May 2020							
Jun 2020							
July 2020							
Aug 2020							
Sep 2020							
Oct 2020							
Nov 2020							
Dec 2020							

TOTALS \$126,257.64 \$52,741.81 \$18,194.32 \$380,237.88 \$577,431.65 \$ 557,423.66

Number of Customers	Commercial	Industrial	City Depts.	Residential	Previous Year
Jan 2019	342	8	13	3,169	3,532
Feb 2019	342	8	13	3,153	3,503
Mar 2019	345	8	13	3,157	3,491
Apr 2019	346	8	15	3,178	3,519
May 2019					
Jun 2019					
July 2019					
Aug 2019					
Sept 2019					
Oct 2019					
Nov 2019					
Dec 2019					

DATE	TIME	REASON	ACTIVITY	FINDING	ACTION	REASON:	
4/1/2020	1:36 PM	1 221 N. White Fox Dr. (NEW Accessory Blding) Site Visit (Set Back Confirmation)	1	13(a)	30	40	01 Routine Inspection 02 Complaint Inspection
4/1/2020	1:58 PM	2 1961 James St. (Water Service) Rough-In / Water Line Damage	3	11(a)	31	41	03 Routine re-Inspection 04 Complaint Re-Insp.
4/1/2020	3:12 PM	3 500 Buxton Dr. (Junk in Ditch) Street Dept. will clean up ditch	2	27	30	40	05 Permit Research
4/1/2020	3:26 PM	4 505 White Fox Rd. (NEW Fence) Site Visit	1	13	30	40	<u>ACTIVITY:</u> 10 Mechanical 11 Plumbing
4/1/2020	3:34 PM	5 215 Third St. (Abate Property) Follow-UP (Window Repair)(AMBER)	4	21	31	41	a. Service-Sewer-Water b. Rough In
4/1/2020	3:41 PM	6 913 Second St. (Ted's Car Wash) Damage to Wash Rack	2	22	30	40	c. Under Slab d. Final
4/1/2020	3:50 PM	7 1111 Second St. (Abate Property) Follow-UP (AMBER)	4	27	31	41	12 Electrical a. Service
4/1/2020	4:03 PM	8 836 Elm St. (NEW Fence) PASSED (6' sides and rear, per Code)	1	13	30	40	b. Rough In c. Final
4/1/2020	4:17 PM	9 1610 Collins St. (Drainage Tile Work) Site Visit (NO Permit Pulled Yet)	1	11(a)	30	40	13 Building a. Zoning
4/1/2020	4:22 PM	10 808 West Avenue (Concrete Work) Black Hills Energy (Sub. Contractor)(PASSED)	3	22	30	40	b. Footing c. Framing
4/1/2020	3:00 PM	11 Cherry Property Site Visit (Follow-UP w/Karla)	4	22	30	40	d. Sheet Rock e. Final
4/1/2020	4:33 PM	12 525 Elmhurst Dr. (Sump Pump Discharge) Site Plan Paperwork	3	13	30	40	14 Entrance 15 Demolition
4/2/2020	2:15 PM	13 221 N. White Fox Dr. (NEW Accessory Blding) Site Visit (Follow-UP w/Karla)	5	11	30	40	16 Moving 17 Excavation
4/13/2020	1:39 PM	14 605 Brewer St. (Entrance & Fence) Site Visit (Boat, Drainage, & Retaining Wall)	3	13	30	40	18 Mobile Home 19 Sign
4/13/2020	2:14 PM	15 216 Bicentennial Ct. Site Visit (Permit Questions)	1	14	30	40	20 Unsafe Building 21 Property Maintenance
4/13/2020	2:23 PM	16 301 Bicentennial Ct. (Tree Removal) Site Visit (City Council Member Questions)	1	15	30	40	22 Other
4/13/2020	2:33 PM	17 1934 Des Moines St. (NEW Deck) NO Permit Pulled (Sent Letter)	2	13	31	41	<u>NUISANCE:</u> 26 Weeds or Grass 27 Rubbish &/or Debris
4/13/2020	2:41 PM	18 919 Webster St. (NEW Fence) Site Visit (First Photos)	5	13	30	40	28 Other
4/13/2020	2:48 PM	19 1224 Meadow Ln. (Garbage in Trailer) Sent Letter	2	27	31	41	<u>FINDINGS:</u> 30 Satisfactory 31 Unsatisfactory
4/13/2020	2:55 PM	20 821 Walnut Street (UNSAFE Garage) Sent Letter	2	20	31	41	32 Continued Unsatisfactory 33 Permit Needed
4/13/2020	2:59 PM	21 619 Boone Street (NEW Fence) Site Visit (First Photos)	1	13	30	40	34 City Not Involved 35 Not Home
4/14/2020	10:03 AM	22 1321 Seneca St. (Retaining Wall) Site Visit (First Photos)(Permit Needed)	5	13	30	40	36 Other
4/14/2020	11:00 AM	23 1041 Second Street (NEW Sign) Site Visit (First Photos)	3	19	30	40	<u>ACTION:</u> 40 No Cause for Action 41 Abatement
4/14/2020	11:14 AM	24 940 James St. (NEW Detached Garage) Site Visit (First Photos)	1	13	30	40	42 Condemnation 43 Demolition
4/14/2020	11:18 AM	25 825 William St. (Power Cord) Site Visit (Portable Power Cord) Sent Letter	5	12(a)	31	41	44 Vacate Order Issued 45 Office Hearing
4/14/2020	3:16 PM	26 726 Webster St. (Garbage in Yard) Sent Letter	2	27	31	41	46 Show Cause Action 47 Other

Red Triangle refers to a Comment in that event. See: shared (\\MASTER); Zoning Inspection; Cory S; Daily Field Log 2019; Look Up Month // Date(s)

INSPECTOR:


DATE	TIME	REASON	ACTIVITY	FINDING	ACTION	REASON:	
4/14/2020	3:18 PM	1 730 Webster St. (Garbage in Yard) Sent Letter	2	27	31	41	01 Routine Inspection 02 Complaint Inspection
4/14/2020	3:26 PM	2 514 Webster St. (Junk in Yard) Sent Letter	2	27	31	41	03 Routine re-Inspection 04 Complaint Re-Inspection
4/14/2020	3:39 PM	3 1229 Elm St. (NEW Fence)(Garbage in Yard) Sent Letter about our talk	1	13	31	41	05 Permit Research
4/14/2020	4:05 PM	4 1112 First St. (Sewer Line) First Look (Site Visit)	1	11(a/b)	30	40	ACTIVITY: 10 Mechanical 11 Plumbing
4/14/2020	4:06 PM	5 1123 First St. (NEW Accessory Blding) Prefab. Detached, Final (PASSED)	3	13(e)	30	40	a. Service-Sewer-Water b. Rough In
4/14/2020	4:16 PM	6 1503 First St. (NEW Fence) Site Visit (First Look)	1	13	30	40	c. Under Slab d. Final
4/14/2020	4:18 PM	7 1441 First St. (NEW Detached Garage) Site Visit (First Look)	1	13	30	40	12 Electrical a. Service
4/14/2020	4:36 PM	8 1109 Park St. (Upstairs Addition) Site Visit (First Look)	1	13(a)	30	40	b. Rough In c. Final
4/15/2020	1:08 PM	9 815 Elm St. (NEW Furnace) PASSED	1	10	30	40	13 Building a. Zoning
4/15/2020	1:22 PM	10 221 N. White Fox Rd. (Accessory Blding) Site Visit (Footings & Framing)	3	13	30	40	b. Footing c. Framing
4/15/2020	1:38 PM	11 1434 220th St. (Van Diest) Site Visit (Set Back)(Zoning Only)(PASSED)	1	13(a)	30	40	d. Sheet Rock e. Final
4/15/2020	1:45 PM	12 1701 James St. (Temp. Sign) Re-Election Sign (County Sheriff)	1	19	30	40	14 Entrance 15 Demolition
4/15/2020	2:23 PM	13 1014 Second St. (Alley Driveway) Follow-UP (PASSED)	4	22	30	40	16 Moving 17 Excavation
4/15/2020	3:19 PM	14 1112 First St. (Sewer Line) Second Look (Site Visit)(PASSED)	3	11(a/b)	30	40	18 Mobile Home 19 Sign
4/16/2020	10:15 AM	15 1009 First St. (Junk Vehicle) Sent Letter	2	28	31	41	20 Unsafe Building 21 Property Maintenance
4/16/2020	11:00 AM	16 1005 First Street (NEW Furnace) PASSED	1	10	30	40	22 Other
4/16/2020	1:57 PM	17 748 Second St. (Retailing Wall) Site Visit	5	13	30	40	NUISANCE: 26 Weeds or Grass 27 Rubbish &/or Debris
4/16/2020	2:04 PM	18 1204 Betsy Ln. (NEW Furnace) PASSED	1	10	30	40	28 Other
4/16/2020	2:24 PM	19 817 Second St. (NEW Sign) D.B.I. (NO Permit)	5	19	31	47	FINDINGS: 30 Satisfactory 31 Unsatisfactory
4/16/2020	4:51 PM	20 1000 Des Moines St. (Sign) Sign in City R.O.W. (Temp Sign)	2	19	31	47	32 Continued Unsatisfactory 33 Permit Needed
4/16/2020	5:00 PM	21 1544 Overpass Dr. (Sign Removal) Follow-UP (PASSED)	4	19	30	40	34 City Not Involved 35 Not Home
4/17/2020	1:21 PM	22 1532 Division St. (Junk in Yard) Follow-UP (AMBER)(D.B.I. 2 more Weeks)	4	27	31	41	36 Other
4/17/2020	1:27 PM	23 1509 Division St. (Junk in Yard) Send Letter	2	27	31	41	ACTION: 40 No Cause for Action 41 Abatement
4/17/2020	1:32 PM	24 1100 Elm St. (Junk in Yard) Follow-UP (Compliance)	4	27	30	40	42 Condemnation 43 Demolition
4/17/2020	1:39 PM	25 1048 Walnut St. (NEW Deck) D.B.I. (NO Permit)	2	13	31	47	44 Vacate Order Issued 45 Office Hearing
4/17/2020	1:45 PM	26 1000 Des Moines St. (Sign) Follow-UP (Sign Removed)	4	19	30	40	46 Show Cause Action 47 Other

Red Triangle refers to a Comment in that event. See: shared (\\MASTER); Zoning Inspection; Cory S; Daily Field Log 2019; Look Up Month // Date(s)

DATE	TIME	REASON	ACTIVITY	FINDING	ACTION	REASON:		
4/17/2020	1:55 PM	1	601 Fair Meadow Dr. (Service Line) NEW Sewer Line (PASSED)	1	11(a)	30	40	01 Routine Inspection 02 Complaint Inspection
4/17/2020	2:49 PM	2	Fuel Truck Mils. 9965 Gals. 19.8					03 Routine re-Inspection 04 Complaint Re-Insp.
4/17/2020	3:07 PM	3	1135 Division ST. (UNSAFE Bldg.) 60 Day Walk-Through	4	20	31	41	05 Permit Research
4/17/2020	3:38 PM	4	546 Second St. (Garbage in Alley) Compliance	4	27	30	40	ACTIVITY: 10 Mechanical 11 Plumbing
4/17/2020	3:41 PM	5	1112 First ST. (NEW Sewer Line) PASSED	1	11(a)	30	40	a. Service-Sewer-Water b. Rough In
4/17/2020	3:45 PM	6	1415 Division St. (Garbage in Yard) Send Follow-UP Letter (AMBER)	4	27	31	41	c. Under Slab d. Final
4/17/2020	3:47 PM	7	1411 Division St. (Garbage in Yard) Send Letter	2	27	31	41	12 Electrical a. Service
4/17/2020	4:10 PM	8	215 Third St. (Abatement) D.B.I. Due to another complaint	4	27	31	41	b. Rough In c. Final
4/24/2020	1:04 PM	9	2405 N. Terrace Dr. (NEW Construction) Concrete wall forms and steelwork (PASSED)	3	13(b)	30	40	13 Building a. Zoning
4/27/2020	9:26 AM	10	1038 First St. (NEW Deck) Site Visit (Set Back)	5	13	30	40	b. Footing c. Framing
4/27/2020	9:42 AM	11	1301 Grand St. (NEW Pool and Concrete) Site Visit (Set Back)(Q's)	5	13	30	40	d. Sheet Rock e. Final
4/27/2020	10:14 AM	12	420 Dubuque St. (Garbage in Yard) Spoke w/owner (Follow-UP 2 weeks)	2	27	31	41	14 Entrance 15 Demolition
4/27/2020	10:11 AM	13	1036 Bell Ave. (Front Steps-Deck) Site Visit & Questions	5	13	30	40	16 Moving 17 Excavation
4/27/2020	2:29 PM	14	2405 N. Terrace Dr. (NEW Construction) Site Visit (Foundation Concrete)	3	13	30	40	18 Mobile Home 19 Sign
4/27/2020	2:44 PM	15	920 Bank St. (Fence) Site Visit (First Photo)	1	13	30	40	20 Unsafe Building 21 Property Maintenance
4/27/2020	2:46 PM	16	922 Bank St. (Garbage in Yard) Send Letter	2	27	31	41	22 Other
4/27/2020	3:17 PM	17	627 Richardson Dr. (NEW Detached Shed) Site Visit (First Photo)	1	13	30	40	NUISANCE: 26 Weeds or Grass 27 Rubbish &/or Debris
4/28/2020	2:46 PM	18	2405 N. Terrace Dr. (NEW Construction) Sewer & Water Line (Taping Line Inspection)	3	11(a)	30	40	28 Other
4/28/2020	3:00 PM	19	819 Crestview Dr. (NEW Fence) Site Visit (First Photo)	1	13	30	40	FINDINGS: 30 Satisfactory 31 Unsatisfactory
4/28/2020	3:41 PM	20	1605 Second Street (County Remodel) Final Walk-Through (PASSED)(C.O. Printed)	3	13(e)	30	40	32 Continued Unsatisfactory 33 Permit Needed
4/28/2020	3:59 PM	21	1106 Division St. (NEW Garage) Site Visit (Demo Complete, PASSED)	3	13	30	40	34 City Not Involved 35 Not Home
4/29/2020	11:11 AM	22	100 Ohio St. (OLD City Shed Relocation) Footing Inspection (Trench Footings w/Steel)	1	13(b)	30	40	36 Other
4/29/2020	11:42 AM	23	1961 James St. (NEW Construction) Sewer & Water (Rough-In)	3	11(b)	30	40	ACTION: 40 No Cause for Action 41 Abatement
4/29/2020	3:07 PM	24	1113 Hamilton Rd. (NEW Furnace & AC) PASSED	3	10	30	40	42 Condemnation 43 Demolition
4/29/2020	3:27 PM	25	221 N White Fox Rd. (NEW Accessory Bldg) Site Visit (Framing)(PASSED)	3	13(b)	30	40	44 Vacate Order Issued 45 Office Hearing
4/29/2020	4:04 PM	26	2405 N. Terrace Dr. (NEW Construction) Sewer Taping (Follow-UP)(PASSED)	3	11(b)	30	40	46 Show Cause Action 47 Other

Red Triangle refers to a Comment in that event. See: shared (\\MASTER); Zoning Inspection; Cory S; Daily Field Log 2019; Look Up Month // Date(s)

INSPECTOR: Cory Simpson

DATE	TIME	REASON	ACTIVITY	FINDING	ACTION	REASON:
4/30/2020	8:31 AM	1 1128 Kathy Ln. (Pond Landscaping)				01 Routine Inspection
		Questions				02 Complaint Inspection
4/30/2020	9:48 AM	2 1934 Des Moines St. (Deck)				03 Routine re-Inspection
		Final Inspection (PASSED)				04 Complaint Re-Insp.
4/30/2020	9:56 AM	3 1017 Woolsey Ave. (S. Pump Discharge)				05 Permit Research
		Questions & Permit Pulled (Encroachment)				ACTIVITY:
4/30/2020	10:22 AM	4 1610 Collins St. (Field Drainage)				10 Mechanical
		NO Permit Pulled (Habhab Const.)				11 Plumbing
4/30/2020	3:16 PM	5 1601 Sparboe Ct. (Fence)				a. Service-Sewer-Water
		Site Visit (First Photo)(NO Permit)				b. Rough In
4/30/2020	3:46 PM	6 1116 Nancy Ln. (Fence-Retaining Wall)				c. Under Slab
		Questions				d. Final
4/30/2020	4:00 PM	7 1328 Wall St. (Fence)				12 Electrical
		Site Visit (First Photo)				a. Service
4/30/2020	4:10 PM	8 1204 Wood St.				b. Rough In
		Site Visit (First Photo)				c. Final
4/30/2020	4:27 PM	9 745 Division St. (NEW Fence)				13 Building
		Site Visit (First Photo)				a. Zoning
4/30/2020	4:48 PM	10 541 Hillcrest Dr. (NEW Fence)				b. Footing
		Site Visit (First Photo)(NO Permit)(Send Letter)				c. Framing
4/30/2020	10:36 AM	11 1610 Collins St. (Final Plumbing)				d. Sheet Rock
		PASSED				e. Final
		12				14 Entrance
		13				15 Demolition
		14				16 Moving
		15				17 Excavation
		16				18 Mobile Home
		17				19 Sign
		18				20 Unsafe Building
		19				21 Property Maintenance
		20				22 Other
		21				NUISANCE:
		22				26 Weeds or Grass
		23				27 Rubbish &/or Debris
		24				28 Other
		25				FINDINGS:
		26				30 Satisfactory
						31 Unsatisfactory
						32 Continued Unsatisfactory
						33 Permit Needed
						34 City Not Involved
						35 Not Home
						36 Other
						ACTION:
						40 No Cause for Action
						41 Abatement
						42 Condemnation
						43 Demolition
						44 Vacate Order Issued
						45 Office Hearing
						46 Show Cause Action
						47 Other

Red Triangle refers to a Comment in that event. See: shared (\\MASTER); Zoning Inspection; Cory S; Daily Field Log 2019; Look Up Month // Date(s)



Webster City Police Department

April 2020 Activity Report

Description	Number	Year to Date
911 Calls	77	319
Arrests	11	88
Alarm	11	45
All Other Offenses	32	59
Animal Complaint	56	146
Assault	5	15
Assist Public	181	618
Assist Other Agency	21	79
Burglary/BE	3	22
Burning Complaint	10	17
Civil Dispute	9	21
Commercial/Residential Patrol	177	774
Criminal Trespass	5	12
Death Investigation	0	3
Debris/Street Problems	7	24
Directed Assignment	16	29
Disorderly Conduct	0	4
Domestic Disturbance	6	28
Driving Complaint	23	60
Drug/Narcotics/Equipment	2	7
Drug Test Kits	0	4
Fire	8	18
Fireworks	0	1
Funeral Escort	4	21
Follow Up Investigation	26	133
Foot Patrol	1	7
Fraud	7	22
Harassment	5	30
Incident Reports	38	178
Intoxication	3	7
Lost/Found Property	19	56
Missing Person	3	9
Motor Vehicle Theft	1	7
Motorist Assist	9	37
Noise Complaint	7	16
Open Door/Window	3	13
Parking Violation	33	150
Public Window Assist	10	198
School Foot Patrol	0	39
Sexual Abuse	1	2
Sex Offender Registry Compliance Check	3	30
Shoplifting	1	2
Signs/Signals	5	12

May 14, 2020

Suspicious Activity	43	167
Theft	13	48
Tips	2	12
Traffic Control/Schools	4	680
Traffic Stops	44	260
Transient	1	8
Trees/Wires Down	0	1
Utility Problem	14	54
Vacation House Watch	0	15
Vandalism	3	11
Vehicle Unlock	10	56
Violation Restraining Order	1	5
Warrant Served	2	31
Welfare Check	14	69

Items of Interest:

- Officers assisted with numerous parades and celebrations for the community.
- Officers assisted with food pantries.
- Staff addressed radio and overall radio communication problems.
- Chief met with other staff on Covid-19 policies.

Training:

- Officers and Chief completed online training in Death Investigations and Responding to Secondary Stress.
- Officers completed the monthly Police Legal Sciences course.
- Dispatchers completed the monthly Police Legal Sciences course.

Respectfully submitted,

Shiloh B. Mork

Shiloh B. Mork, Chief of Police
Webster City Police Department

FIRE DEPARTMENT REPORT

April 2020

ALARMS

<u>DATE</u>	<u>TIME</u>	<u>ADDRESS</u>	<u>TYPE OF SITUATION FOUND</u>
4-4	0128	1508 College	Smoke detector activation
4-7	1620	1216 Second St.	Smoke detector activation
4-8	1400	1216 Second St.	Public Service
4-10	2014	205 Prospect St.	Dispatched and cancelled enroute
4-15	1812	1111 Third St.	Outside trash fire
4-18	844	620 Webster St.	Building Fire
4-21	0159	813 ½ Des Moines St.	Building Fire
4-21	1313	2416 Des Moines St.	False alarm
4-23	2003	712 High St.	Unauthorized Burning
4-25	1641	1260 Kendall Young Rd.	False alarm
4-27	1858	305 Fair Meadow	False Alarm
4-27	1908	921 James St.	Outside trash fire
4-29	0841	MM 149 Hwy 20	Dispatched and cancelled enroute

Year to Date Total = 36

April Total = 13

TRAINING

<u>DATE</u>	<u>TIME</u>	<u>TYPE OF TRAINING</u>	<u>HOURS</u>	<u>PERSONNEL</u>
4-13	1600	<u>Virtual Training on Ladders, Incident Command, and Stretching hose</u>	<u>2</u>	<u>27</u>

Year to Date Total = 244

April Total =54

INSPECTIONS

<u>DATE</u>	<u>BUSINESS</u>	<u>REASON FOR INSPECTION</u>

Year to Date Total = 9

April Total =0

MISCELLANEOUS

<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
4-8		Burned natural grass training
4-8		Replaced batteries/ Installed smoke detectors
		Multiple parade routes and scoop the loop
4-21		Installed car seat

MEETING ROOM

<u>DATE</u>	<u>TIME</u>	<u>USED BY</u>
-------------	-------------	----------------